



State of California-Health and Human Services Agency
Department of Health Services



ARNOLD SCHWARZENEGGER
Governor

Notice to Prospective Proposers

You are invited to review and respond to this Request for Proposal (RFP) Number 05-45365 entitled, "Newborn Hearing Screening Program (NHSP)." In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at the following Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. If you do not have Internet access, a hard copy can be obtained by contacting the person signing this letter.

If a discrepancy occurs between the information appearing in the advertisement placed in the California State Contracts Register and the information herein, the information in this notice and in the RFP shall take precedence.

I. Proposal Submission Deadline

Regardless of postmark or method of delivery, the Department of Health Services' (DHS) Contract Management Unit must receive proposal packages no later than **4:00 p.m.** on April 18, 2005. Refer to the attached RFP for detailed submission requirements.

II. Mandatory non-binding Letter of Intent

In this procurement, prospective proposers are required to submit a non-binding mandatory Letter of Intent. See the RFP for detailed Letter of Intent submission instructions.

III. Disabled Veteran Business Enterprise (DVBE) participation requirements

California Law requires Disabled Veteran Business Enterprise (DVBE) participation and/or performance of a good faith effort (GFE) to meet these requirements. DHS policies require DVBE participation on all contracts exceeding \$10,000. You may need four weeks or more to complete this process; therefore, you should begin this process promptly. Out-of-state firms must comply with California's DVBE participation requirements.

IV. Funding Limit

Funding for these services may be limited to the following amounts for each NHSP Geographic Service Area:

- A. \$487,400 for the budget period of 07/01/05 through 06/30/06.
- B. \$487,400 for the budget period of 07/01/06 through 06/30/07.
- C. \$487,400 for the budget period of 07/01/07 through 06/30/08.
- D. \$1,462,200 for the entire contract term.

Funding for each state fiscal year is subject to an annual appropriation by the State Legislature or Congress. If full funding does not become available, DHS will cancel the resulting agreement or amend it to reflect reduced funding and reduced activities. Continuation beyond the first state fiscal year is also subject to the contractor's successful performance. Without prior DHS authorization, you may not expend funds set aside for one budget period in a subsequent budget period.

V. Proposer Questions

In the opinion of the California Department of Health Services, this Request for Proposal is complete and without need of explanation. However, if you have questions or need clarifying information, put all inquiries in writing and mail or fax them to DHS according to the instructions in the RFP section entitled, "Proposer Questions."

Thank you for your interest in DHS' service needs.

Sincerely,

Original Signed By V. David Banda, Chief

V. David Banda, Chief
Program Development Unit
Program Standards and Quality Assurance Section
Children's Medical Services Branch

Attachment



Request for Proposal 05-45365

Newborn Hearing Screening Program

California Department of Health Services
Newborn Hearing Screening Program
Mail Station 8103
1515 K Street, Suite 400
P.O. Box 997413
Sacramento, CA 95899-7413

(Do not submit proposals to the above address)

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R. Required Attachments

Attachment #	Attachment Name
Attachment 1	Proposal Cover Page
Attachment 2	Required Attachment / Certification Checklist
Attachment 3	Business Information Sheet
Attachment 4	Client References
Attachment 5	RFP Clause Certification
Attachment 6	CCC 304 - Certification
Attachment 7	Payee Data Record
Attachment 8	Follow-on Consultant Contract Disclosure
Attachment 9	DVBE Instructions / Forms with Attachment 9a, Actual DVBE Participation and Attachment 9b, Good Faith Effort
Attachment 10	Target Area Contract Preference Act (TACPA) Request
Attachment 11	Enterprise Zone Act (EZA) Preference Request
Attachment 12	Cost Proposal form
Attachment 13	Budget Detail Work Sheet (Year 1)
Attachment 14	Subcontractor Budgets (Year 1)
Attachment 15	Budget Detail Work Sheet (Year 2)
Attachment 16	Subcontractor Budgets (Year 2)
Attachment 17	Budget Detail Work Sheet (Year 3)
Attachment 18	Subcontractor Budgets (Year 3)
Attachment 19	Mandatory Letter of Intent

S. Sample Contract Forms / Exhibits

Exhibit #	Exhibit Name
Exhibit A1	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C – View on-line.	General Terms and Conditions (GTC 304). View or download at this Internet site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm]
Exhibit D(F)	Special Terms and Conditions
Exhibit E	Additional Provisions
Exhibit F	Contractor's Release
Exhibit G	Travel Reimbursement Information
Exhibit H	HIPAA Business Associate Addendum

T. Program Appendices

Appendix #	Appendix Name
Appendix 1	Newborn Hearing Screening Program Coordination Center Geographic Service Areas
Appendix 2	California Newborn Hearing Screening Program Requirements for Inpatient Infant Hearing Screening Provider Certification
Appendix 3	California Children's Services Manual of Procedures Standards for Inpatient Infant Hearing Screening Provider Services
Appendix 4	Newborn Hearing Screening Infant Reporting Form
Appendix 5	California Newborn Hearing Screening Program Outpatient Screening Reporting Form
Appendix 6	CHDP Program Letter No. 99-11
Appendix 7	California Newborn Hearing Screening Program Diagnostic Audiologic Evaluation Reporting Form
Appendix 8	CCS Approved Hospitals by Geographic Service Area
Appendix 9	Alphabetical Listing of NHSP Certified CCS Approved Hospitals
Appendix 10	California Newborn Hearing Screening Program Hearing Coordination Center Tracking and Monitoring Procedures Manual
Appendix 11	California Newborn Hearing Screening Program Hearing Coordination Center Procedure for Re-Certification of Hospitals

A. Purpose, Background and Description of Services**1. Purpose**

The California Department of Health Services (DHS), Newborn Hearing Screening Program (NHSP), is soliciting proposals from organizations to serve as Hearing Coordination Centers (HCC) for the NHSP that are able to:

- a. Certify any new California Children Services (CCS) approved hospitals that have licensed perinatal services and/or CCS approved Neonatal Intensive Care Units (NICUs) for participation in the NHSP as Inpatient Infant Hearing Screening Providers in accordance with program requirements (Appendix 2); recertify hospitals at prescribed intervals in accordance with NHSP procedures (Appendix 11).
- b. Provide technical assistance and consultation to hospitals in the implementation, management, and recertification of individual hospital NHSP programs;
- c. Track infant screening, re-screening, diagnostic and intervention services in accordance with the NHSP Hearing Coordination Center Tracking and Monitoring Procedures Manual (Appendix 10);
- d. Contact all families of infants with hearing loss to assess service needs and make appropriate referrals;
- e. Perform data collection, processing, and analysis; and,
- f. Perform quality assurance activities.

Proposals must address all of the services described in Exhibit A Scope of Work

This proposal includes the five Geographic Service Areas within California. The NHSP intends to award one contract within each geographic service area to the most responsive and responsible proposer who earns the highest score within that Geographic Service Area. Each organization or individual may submit proposals for one or two Geographic Service Areas. A separate, complete, and responsive proposal shall be submitted for each Geographic Service Area. This procurement is open to all organizations that meet the qualification requirements. The award of a contract and full implementation of the HCCs shall be solely at the discretion of DHS.

2. Background

- a. The NHSP is administered by the State Department of Health Services' (DHS) Children's Medical Services (CMS) Branch, and functions in coordination with the California Children Services (CCS) Program.
- b. The CCS program is a joint state/county program that is California's Title V designated Children with Special Health Care Needs program. The CCS program provides funding and medical case management services to ensure that appropriate diagnostic, treatment, rehabilitative, habilitative, follow-up, and support services are delivered at the appropriate time and place to low-income children with eligible medical conditions by providers who have been approved by the program. CCS is also responsible for providing medical case management for children who are Medi-Cal eligible and have been diagnosed with CCS-eligible medical conditions.

- c. Hearing loss is a CCS-eligible medical condition, and infants at risk of hearing loss or exhibiting signs and symptoms of hearing difficulty are eligible for diagnostic testing. If a hearing loss, as defined by CCS program medical eligibility regulations, is identified, an infant is eligible for ongoing evaluation and treatment services if the family meets CCS financial and residential eligibility requirements.
- d. Undiagnosed hearing loss in infants may permanently impair a child's ability to communicate and to perform in school, employment and other areas of life. Early detection of hearing loss and institution of intervention and follow up services before six months of age have been demonstrated to be highly effective in facilitating the development of a child's health, communication and cognitive skills. In addition to improving the life of a child with hearing loss, early detection and intervention will produce long term savings as a result of improved integration and performance in school and society.
- e. There are over 500,000 births per year in California. Approximately 400,000 of these births are delivered in CCS-approved hospitals. All families of infants delivered in CCS-approved hospitals will be offered the opportunity to have their newborn's hearing tested. It is anticipated that there will be an estimated 1,000 infants born each year with significant hearing loss that will be identified and linked into ongoing services.
- f. Contract awards for FY 2005-06 will be limited to no more than \$487,400.00 per year from the commencement date of each contract for each Geographic Service Area. Funding for the subsequent years is anticipated to be limited to a maximum of \$487,400 for each Geographic Service Area.

B. Time Schedule

Below is the tentative time schedule for this procurement:

Event	Date	Time (If applicable)
RFP Released	January 28, 2005	
Questions Due	February 14, 2005	4:00 p.m.
Voluntary Pre-Proposal Teleconference	February 15, 2005	10:00 a.m.
Mandatory Letter of Intent	March 8, 2005	4:00 p.m.
Proposal Due Date	April 18, 2005	4.00 p.m.
Notice of Intent to Award Posted	April 29, 2005	
Protest Deadline	May 6, 2005	5:00 p.m.
Contract Award Date	May 9, 2005	
Proposed Start Date of Agreement	July 1, 2005	

C. Contract Term

The term of the resulting agreement is expected to be 36 months and is anticipated to be effective from July 1, 2005, through June 30, 2008. The agreement term may change if DHS makes an award earlier than expected or if DHS cannot execute the agreement in a timely manner due to unforeseen delays.

The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals have not been obtained.

D. Proposer Questions

Immediately notify DHS if you need clarification about the services sought or have questions about the RFP instructions or requirements. Put your inquiry in writing and transmit it to DHS as instructed below. At its discretion, DHS reserves the right to contact an inquirer to seek clarification of any inquiry received.

Proposers that fail to report a known or suspected problem with the RFP or fail to seek clarification and/or correction of the RFP shall submit a proposal at their own risk.

If an inquiry appears to be unique to a single firm or is marked "Confidential", DHS will mail or fax a response only to the inquirer if DHS concurs with the Proposer's claim that the inquiry is sensitive or proprietary in nature. If DHS does not concur, the inquiry will be answered in the manner described herein and the Proposer will be so notified. Inquiries and/or responses that DHS agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

To the extent practical, inquiries shall remain as submitted. However, DHS may consolidate and/or paraphrase similar or related inquiries.

1. What to Include in an Inquiry

- a. Your name, name of your organization, mailing address, area code and telephone number, and fax number.
- b. A description of the subject or issue in question or discrepancy found.
- c. RFP section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

A proposer that desires clarification about specific RFP requirements and/or whose inquiry relates to sensitive issues or proprietary aspects of a proposal may submit individual inquiries that are marked "Confidential." The Proposer must include with its inquiry an explanation as to why it believes questions marked "Confidential" are sensitive or surround a proprietary issue.

2. Question Deadline

Proposers are encouraged to submit written inquiries about this RFP to DHS no later than two (2) working days before the Pre-Proposal Teleconference date so answers can be prepared in advance. DHS will accept written or faxed inquiries received by **4 p.m. on**

February 14, 2005. At its discretion, DHS may contact an inquirer to seek clarification of any inquiry received.

DHS will accept questions or inquiries about the following issues if such inquiries are received prior to the proposal submission deadline:

- a. DVBE participation requirements and how to complete the DVBE attachments,
- b. The reporting of RFP errors or irregularities.

3. How to Submit Questions

Submit inquiries using one of the following methods:

U.S. Mail, Hand Delivery	Fax:
Questions RFP 05-45365 Department of Health Services Children's Medical Services Branch Newborn Hearing Screening Program ATTN: V. David Banda Mail Station 8103 1515 K Street, Suite 400 P. O. Box 997413 Sacramento, CA 95899-7413	Questions RFP 05-45365 Department of Health Services Children's Medical Services Branch Newborn Hearing Screening Program ATTN: V. David Banda Fax: (916) 323-8104

Proposers submitting inquiries by fax are responsible for confirming the receipt of all faxed materials by the question deadline.

Call V. David Banda at (916) 323-8091 to confirm faxed transmissions.

Proposer Warning

DHS' internal processing of U.S. mail may add up to 48 hours to the delivery time. If you mail your questions, consider using certified or registered mail and request a receipt upon delivery. If you choose hand delivery, allow sufficient time to locate on-street metered parking.

4. Verbal Questions

Verbal inquiries are discouraged. DHS reserves the right not to accept or respond to verbal inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on DHS unless later confirmed in writing.**

Direct verbal requests for DVBE assistance to DHS' DVBE Coordinator at (916) 650-0205 up to the proposal deadline.

E. Voluntary Pre-Proposal Teleconference

DHS will conduct a voluntary Pre-Proposal Teleconference on **February 15, 2005** beginning at **10 a.m.** To participate in the teleconference, use a touch-tone telephone to dial **1-877-675-1807**, then enter the following participant access code: **648955**

Prospective proposers that intend to submit a proposal are encouraged to participate in the voluntary Pre-Proposal Teleconference. It shall be each prospective proposer's responsibility to join the Pre-Proposal Teleconference promptly at **10:00 a.m.** DHS reserves the right not to repeat information for participants that join the teleconference after it has begun. Prospective teleconference participants are requested to call V. David Banda at (916) 323-8091 by **5:00 p.m. on February 14, 2005** to indicate their likely intent to participate in the teleconference.

If a potential prime contractor is unable to attend the voluntary Pre-Proposal Teleconference, an authorized representative of its choice may attend on its behalf. The representative may only sign-in for one potential prime contractor. Subcontractors may represent a potential prime contractor at the voluntary Pre-Proposal Teleconference.

The voluntary Pre-Proposal Teleconference is a public event and anyone can join.

The purpose of the teleconference is to:

1. Allow prospective proposers to ask questions about the services sought or RFP requirements and/or instructions.
2. Share the answers to general questions and inquiries received before and during the conference.

Spontaneous verbal remarks provided in response to questions/inquiries at the pre-proposal teleconference are unofficial and are not binding on DHS unless later confirmed in writing.

Carefully review this RFP before the teleconference date to familiarize yourself with the qualification requirements, scope of work and proposal content requirements. Prospective proposers are encouraged to have their copy of this RFP available for viewing during the conference.

Refer to the RFP section entitled, "Proposer Questions" for instructions on how to submit written questions and inquiries before the teleconference date. Questions will be accepted during the teleconference by e-mail (preferred) at vbanda@dhs.ca.gov or by fax at (916) 323-8104 (address your fax "ATTN: V. David Banda – RFP Teleconference Question - Please Expedite").

If DHS is unable to respond to all inquiries received before and/or during the teleconference, DHS will provide written answers shortly thereafter. DHS reserves the right to determine which inquiries will be answered during the teleconference and which will be answered later in writing.

After the conference, DHS will summarize all general questions and issues raised before and during the conference and mail or fax the summary and responses to all persons who received this RFP and to those who attended/participated in the conference. If an inquiry appears to be unique to a single organization or is marked "Confidential", DHS will mail or fax a response only to the inquirer if DHS concurs with the Proposer's claim that the inquiry is sensitive or proprietary in nature. If DHS does not concur, the inquiry will be answered in the manner described herein and the Proposer will be so notified. Inquiries and/or responses that DHS agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

To the extent practical, inquiries shall remain as submitted. However, DHS may consolidate and/or paraphrase similar or related inquiries.

Proposers are responsible for their costs to participate in the teleconference. Those costs cannot be charged to DHS or included in any cost element of the proposer's price offering.

F. Reasonable Accommodations

For individuals with disabilities, the Department will provide assistive services such as conversion of the Request for Proposal, questions/answers, RFP Addenda, or other Administrative Notices into Braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please call the number below to arrange for reasonable accommodations.

To request such assistive services, please call the number below no later than **February 7, 2005** to arrange for reasonable accommodations.

V. David Banda

Newborn Hearing Screening Program

Program Telephone Number (916) 323-8091

(TTY) California Relay telephone number 711 (TTY/voice) or 1-800-735-2929 (TTY only)

NOTE: The range of assistive services available may be limited if requests are received less than ten State working days prior to the teleconference date or requestors cannot allow ten or more State working days prior to date the alternate format material is needed.

G. Mandatory Letter of Intent

1. General Information

Prospective proposers that intend to submit a proposal are **required** to indicate their intention to submit a proposal. Failure to submit the mandatory Letter of Intent will result in proposal rejection. The mandatory Letter of Intent is not binding and prospective proposers are not required to submit a proposal merely because a Letter of Intent is submitted. **Use the Mandatory Letter of Intent (Attachment 19) for this purpose.**

2. Submitting a Letter of Intent

Regardless of the delivery method, the mandatory Letter of Intent must be received by **4:00 p.m. on March 8, 2005.**

Submit the Letter of Intent using one of the following methods.

U.S. Mail, Hand Delivery	Fax:
<p>Letter of Intent RFP 05-45365 Department of Health Services Children's Medical Services Branch Newborn Hearing Screening Program ATTN: V. David Banda Mail Station 8103 P. O. Box 997413 Sacramento, CA 95899-7413</p>	<p>Letter of Intent RFP 05-45365 Department of Health Services Children's Medical Services Branch Newborn Hearing Screening Program ATTN: V. David Banda</p> <p>Fax: (916) 323-8104</p>

Proposers transmitting a Letter of Intent by fax are responsible for confirming the receipt of the faxed Letter of Intent by the stated deadline.

Call V. David Banda at (916) 323-8091 to confirm faxed transmissions.

Proposer Warning

DHS' internal processing of U.S. mail may add 48 hours or more to the delivery time. If you mail the Letter of Intent, consider using certified or registered mail and request a receipt upon delivery. If you choose hand delivery, allow sufficient time to locate on-street metered parking.

H. Scope of Work

See **Exhibit A entitled, "Scope of Work"** that is included in the Sample Contract Forms and Exhibits section of this RFP. Exhibit A contains a detailed description of services and work to be performed as a result of this procurement.

I. Qualification Requirements

Failure to meet the following requirements by the proposal submission deadline will be grounds for DHS to deem a proposer non-responsive. Evaluators may choose not to thoroughly review or score proposals that fail to meet these requirements. In submitting a proposal, each proposer must certify and prove that it possesses the following qualification requirements.

1. A proposer shall be any interested California local government, other public entity, or a private non-profit agency or organization.
2. A proposer shall be either physically located in or adjacent to, and capable of serving, one or more of the NHSP Geographic Service Areas. A proposer can propose to serve one or two Geographic Service Areas if it meets all of the requirements contained in this RFP and the Geographic Service Areas are contiguous.
3. A proposer must have at least three years of experience of the type(s) listed below. Experience must have occurred within the past five years. Proposers must have experience in:
 - a. Successfully implementing and/or operating programs serving a population comparable to that identified in this RFP and that included training, quality assurance, outreach, information management and outcome tracking activities.
 - b. Providing services addressing the health, developmental, social, and educational needs of children under three (3) years of age.
 - c. Collaborating with non-profit and community-based agencies, hospitals, and government agencies.
 - d. Experience administering government grants or contracts; collecting, maintaining and reporting of data and information, and managing a program with an annual budget above \$200,000 per year.
 - e. Providing case management, follow-up, and referral services for children under three (3) years of age.

4. Proposers must certify that they have read and are willing to comply with all proposed terms and conditions addressed in the RFP section entitled, "Contract Terms and Conditions," including the terms appearing in the referenced contract exhibits.
5. Non-profit organizations must certify they are eligible to claim nonprofit status.
6. Proposers must have a past record of sound business integrity and a history of being responsive to past contractual obligations.
7. Proposers must certify they are financially stable and solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.
8. Proposers must certify their proposal response is not in violation of Public Contract Code (PCC) Section 10365.5 and, if applicable, must identify previous consultant services contracts that are related in any manner to the services, goods, or supplies being acquired in this solicitation. Detailed requirements are outlined in **Attachment 8 (Follow-on Consultant Contract Disclosure)**.

PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.

PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement. Consultants and employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.

PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

9. Proposers must either achieve actual Disabled Veteran Business Enterprise (DVBE) participation or make an adequate Good Faith Effort (GFE) to meet the DVBE participation requirements. Detailed requirements are outlined in **Attachment 9 (DVBE Instructions/Forms)**. This requirement applies if you offer a total cost or price that is \$10,000 or more.
10. Proposers must agree to contain their indirect costs at a percentage rate not to exceed 22 percent of personnel costs, including benefits.

J. Proposal Format and Content Requirements

1. General Instructions

- a. Each organization or individual may submit proposals to serve one or two of the Geographic Service Areas. **A separate, complete, and responsive proposal shall be submitted for each Geographic Service Area.**

For the purposes of this paragraph, “organization” includes a parent corporation of an organization and any other subsidiary of that parent corporation.

An organization or individual proposing to act as a prime contractor may be named as a subcontractor in another proposer’s proposal. Similarly, more than one proposer may use the same subcontractors and/or independent consultants.

- b. Develop proposals by following all RFP instructions and/or clarifications issued by DHS in the form of question and answer notices, clarification notices, Administrative Bulletins or RFP addenda.
- c. Before submitting your proposal, seek timely written clarification of any requirements or instructions that you believe to be vague, unclear or that you do not fully understand.
- d. In preparing your proposal response, all narrative portions should be straightforward, detailed and precise. DHS will determine the responsiveness of a proposal by its quality, not its volume, packaging or colored displays.
- e. Arrange for the timely delivery of your proposal package(s) to the address specified in this RFP. Do not wait until shortly before the deadline to submit your proposal.

2. Format Requirements

- a. Submit one (1) original proposal and five (5) copies or sets.
 - 1) Write “**Original**” on the original proposal set.
 - 2) Each proposal set must be complete with a copy of all required attachments and documentation.
- b. Format the narrative portions of the proposal as follows:
 - 1) Use one-inch margins at the top, bottom, and both sides.
 - 2) Use a font size of not less than 11 points.
 - 3) Print pages single-sided on white bond paper.
 - 4) Sequentially paginate the pages in each section. It is not necessary to paginate items in the Forms Section or Appendix Section.
- c. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
- d. All RFP attachments that require a signature must be signed in ink, preferably in a color other than black.
 - 1) Have a person who is authorized to bind the proposing organization sign each RFP attachment that requires a signature. Signature stamps are not acceptable.
 - 2) Place the originally signed attachments in the proposal set marked “**Original.**”

- 3) The RFP attachments and other documentation placed in the extra proposal sets may reflect photocopied signatures.
- e. Do not mark any portion of your proposal response, any RFP attachment or other item of required documentation as “Confidential” or “Proprietary.” DHS will disregard any language purporting to render all or portions of a proposal confidential.

3. Content Requirements

This section specifies the order and content of each proposal. Assemble the materials in each proposal set in the following order:

a. Proposal Cover Page

A person authorized to bind the Proposer must sign the **Proposal Cover Page (Attachment 1)**. If the proposer is a corporation, a person authorized by the Board of Directors to sign on behalf of the Board must sign the Proposal Cover Page.

b. Table of Contents

Properly identify each section and the contents therein. Paginate all items in each section with the exception of those items placed in the Forms Section and Appendix Section.

c. Executive Summary Section

This section must not exceed three (3) pages in length. Evaluators may not review or evaluate excess pages.

In preparing your Executive Summary, do not simply restate or paraphrase information in this RFP. Describe or demonstrate, in your own words, the following information.

- 1) Your understanding of DHS’ needs and the importance of this project.
- 2) Your organization’s sincere commitment to perform the scope of work in an efficient and timely manner.
- 3) How you will effectively integrate this project into your organization’s current obligations and existing workload.
- 4) Why your organization should be chosen to undertake this work at this time.

d. Agency Capability Section

- 1) Include a brief history of your organization, including:
 - a) Date of establishment. If applicable, explain any changes in your business history or organizational structure that will assist DHS in determining your qualifications.
 - b) A description of your organization’s goals that are relevant, closely related or will complement this project.

- 2) Describe the experience that qualifies your organization to undertake this project. At a minimum, demonstrate your organization's possession of three (3) years of experience of the types listed in this section. All experience must have occurred within the past five (5) years. It is possible to attain the experience types listed below during the same time-period. Proposers must have experience:
 - a) Successfully implementing and/or operating programs serving a population comparable to that identified in this RFP and that included training, quality assurance, outreach, information management and outcome tracking activities.
 - b) Providing services addressing the health, developmental, social, and educational needs of children under three (3) years of age.
 - c) Collaborating with non-profit and community-based agencies, hospitals, and government agencies.
 - d) Experience administering government grants or contracts, collecting, maintaining and reporting data and information; and, managing a program with an annual budget above \$200,000.
 - e) Providing case management, follow-up, and referral services for children under three (3) years of age.
 - 3) Briefly, describe the programs or work projects begun and/or completed in the past five (5) years that involved services similar in nature or closely related to the SOW in this RFP. For each program or project listed, include the following information:
 - a) Name of agency or organization for whom services were performed.
 - b) Duration or length of the program or project.
 - c) Total cost or value of the project or annual total budget of an ongoing program.
 - d) Indicate if the program or project is "active/open" or "closed/settled."
 - e) Describe briefly the type and nature of the services you performed.
 - 4) Identify three (3) client references that your organization has serviced in the past five (5) years that can confirm their satisfaction with your services and confirm if your organization provided timely and effective services or deliverables. Use the **Client References form (Attachment 4)** for this purpose. **Place the completed Client References form in the Forms section of your proposal.**
- e. Work Plan Section
- 1) Overview
 - a) DHS is interested in proposals that provide well-organized, comprehensive and technically sound business solutions. Vague explanations will undermine your organization's credibility and will result in reduced proposal scores.

- b) The Work Plan must include an in-depth discussion and description of the methods, approaches and step-by-step actions that will be carried out to fulfill all nine (9) activities specified in the Scope of Work requirements.
- c) If the nature of a task or function hinders specific delineation of in-depth methods and procedures (e.g., a task is dependent upon a future action or multiple approaches may be used), explain the probable methods, approaches or procedures that you will use to accomplish the task or function. Also, describe, in this instance, how you will propose the ultimate strategies and detailed plans to DHS for full consideration and approval before you proceed to carry out the project.

2) Rejection of Tasks, Activities or Functions

- a) If full funding does not become available, is reduced, or DHS determines that it does not need all of the services described in this RFP, DHS reserves the right to offer an amended contract for reduced services.

3) Work Plan Content

- a) Briefly, explain or describe the overall approach and/or methods that you will use to accomplish the scope of work.
- b) Explain why you chose the particular approaches and methods that are proposed (e.g., proven success or past effectiveness, etc.)
- c) If applicable, explain what is unique, creative, or innovative about your proposed approaches and/or methods.
- d) If you envision any major complications or delays at any stage of performance, describe those complications or delays and include a proposed strategy for overcoming those issues. Likewise, indicate if you do not anticipate any major complications or delays.
- e) If, for any reason, the Work Plan does not wholly address each Scope of Work requirement, fully explain each omission. Likewise, indicate if your Work Plan contains no omissions.
- f) Indicate the assumptions you made in developing the Work Plan in response to DHS' Scope of Work. For each assumption listed, explain the reasoning or rationale that led you to that assumption. Likewise, indicate if no assumptions were made.
- g) If applicable, identify any additional Contractor and/or State responsibilities that you included in your Work Plan that you believe are necessary to ensure successful performance, but you believe were omitted from DHS' Scope of Work. Likewise, indicate if no additional Contractor and/or State responsibilities, outside of those identified in DHS' Scope of Work were included in your Work Plan.
- h) Identify the specific tasks/activities and functions that you will perform in the order you believe they will occur. Include the following in-depth information for each task/activity or function in the work plan:

- i. Indicate who will have primary responsibility for performing each major task, activity, or function. If known, identify the name and position title of all key personnel, subcontractors and/or consultants that will perform the work.

If the responsible party is unknown or not yet identified, identify a staff position title or project name/title and indicate "TBD" which is the abbreviation for "to be determined."

- ii. Include a performance time line for each major task/activity or function. Indicate the approximate beginning and ending month and year. If a task/activity or function will only occur in one fiscal period or year, indicate the beginning and ending month and year.

If desirable, in addition to start and end dates, you may use other terms such as start-up, on-going, continuous, take-over, turnover, etc. to describe the performance time line. In doing so, you must define the meaning of each unique term that you use.

- iii. Explain/describe how you intend to measure or prove successful completion of each major task, function, or activity.

If applicable, identify the key events or outcomes that will signify completion or identify tangible items (deliverables) that will result at the conclusion of the various tasks/activities or functions.

i) **Take Over Plan**

Describe an initial overall plan and/or approach for coordinating the take-over of existing activities from the current contractor. Address any foreseeable transition complications and potential methods for dealing with or resolving transition complications to minimize the disruption of existing services. Proposers must submit a finalized take-over plan to the State for approval within 30 days after the contract start date.

f. **Management Plan Section**

- 1) Describe how you will effectively coordinate, manage and monitor the efforts of the assigned staff, including subcontractors and/or consultants, if any, to ensure that all tasks, activities, and functions are completed effectively and in a timely manner.
- 2) Describe the fiscal accounting processes and budgetary controls you will use to ensure the responsible use and management of contract funds and accurate invoicing. Include at a minimum, a brief description of all of the following:
 - a) How the costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to DHS (e.g., use of unique account/project codes, etc.).
 - b) Your fiscal reporting and monitoring capabilities (e.g., spreadsheets, automated fiscal reports, quality controls, checks and balances, etc.) to ensure contract funds are managed responsibly.

- c) Proposed billing or invoicing frequency (not more frequently than once per quarter). Electronic billing is not possible.
 - d) Identify the documentation that you will maintain on file or submit to DHS upon request to prove, support, and/or substantiate the expenses that are invoiced to DHS.
- 3) Include an organization chart. Instructions are explained in the Appendix section.
Place the organization chart in the Appendix section of your proposal.

g. Project Personnel Section

DHS recommends that proposers maintain a staffing pattern consisting of each of the following full or part-time paid positions:

- Hearing Coordination Center (HCC) Director
- Audiologist
- Registered Nurse
- Clerical Support
- Parent

The minimum education and experience requirements for required staff are specified below. Typical tasks and/or responsibilities that might be assigned to core staff are described.

Hearing Coordination Center (HCC) Director

Education:	Bachelor's degree in a health related discipline.
Experience:	Three (3) years experience in overseeing and managing the delivery of health care services, including supervision and management of staff and program operations, program administration and fiscal oversight, and coordination with community public and private sector health care providers.
Typical Duties:	Overall responsibility for the day-to-day management of the HCC including maintaining appropriate staffing and managing personnel performance. Provides administrative, managerial and fiscal oversight of the state contract and HCC operations. Serves as coordinator and liaison with DHS, CCS approved hospitals, NICUs and other health care providers in the Contractor's Geographic Service Area. Performs quality assurance activities to assess the effectiveness of HCC operations and maintains associated documentation. Ensures that all contract deliverables are complete, accurate and submitted in a timely manner.

Audiologist

Education:	Current license to practice audiology in California.
Experience:	CCS-paneled or eligible for CCS paneling (minimum of two (2) years professional, clinical experience, one year of which shall have been serving children under the age of 21). The audiologist

shall have at least one year of clinical experience working with children under the age of three (3) years.

Typical Duties: Responsible for providing consultation and technical assistance to CCS-approved hospitals in the Contractor's Geographic Service Area in the development, maintenance and monitoring of hearing screening programs, participates in the certification and re-certification of inpatient screening providers. Participates in quality improvement activities to assure infants receive appropriate screening, diagnostic, treatment and early intervention services as defined in the SOW. Provides professional consultation to screening, diagnostic/treatment and early intervention service providers and the HCC staff in support of appropriate and timely delivery of needed services and effective reporting, tracking and monitoring of infants in coordination with DHS staff. Participates in conference calls/meetings with the State audiologists at intervals to be determined by DHS. Serves as liaison to local CCS and CHDP programs.

Registered Nurse

Education: Bachelor of Science in Nursing (B.S.N.) degree, current license to practice nursing in California.

Experience: Experience in case management and coordination of community services, and in working with children and families with special health care needs.

Typical Duties: Responsible for providing consultation and technical assistance to hospitals, screening providers, Local Education Agencies (LEAs), Regional Centers, and parent groups to assure the proper level of follow up and care for each child; participate in the certification and re-certification of inpatient screening providers. Works closely with the audiologist and other team members to assure that infants have access to appropriate screening, diagnostic, and early intervention services. Provides professional consultation to screening, diagnostic and treatment and early intervention service providers and the HCC staff in support of effective and timely delivery of needed services and effective reporting, tracking and monitoring of infants in coordination with DHS staff. Serves as liaison to local CCS and CHDP programs.

Clerical Support

Typical Duties: Provides clerical support such as answering phones; operating office equipment; making arithmetic computations; following oral and written directions; operating a personal computer and printer; and editing, formatting, and proofreading submitted raw data and information.

Parent

- Background:** Parent of a child who is deaf or hard of hearing. The parent should understand and have basic knowledge of the goals of the Newborn Hearing Screening Program.
- Experience:** The parent shall have experience in using community resources and shall be available to families of infants newly diagnosed with a hearing loss. The parent should have experience or training in providing informal counseling and support to others and must demonstrate understanding of confidentiality as related to medical information. The parent should understand the issues related to dealing with loss and have the ability to demonstrate sensitivity in interacting with families.
- Typical Duties:** Provides support to families, referral to family resource networks and community agencies, assists families in understanding the diagnosis and treatment process and/or referral to a family support group.

Positions shall be staffed at a level sufficient to fulfill the requirements of the contract scope of work. These positions may be supplemented by other paid or volunteer personnel classifications/positions (e.g., student assistant, parent volunteer). Staff hours of work shall be established to permit telephone calls to families outside normal work hours of 8:00 a.m. to 5:00 p.m. as may be required to fulfill the HCC infant tracking and monitoring responsibilities.

- 1) In this section, describe your proposed staffing plan. In the staffing plan, include at a minimum:
 - a) Position titles for all proposed employees (persons on your payroll).
 - b) Number of personnel in each position.
 - c) By position, indicate the full time equivalent (FTE) or percentage of staff time devoted to this project (e.g., full time = 1.0, 1/2 time = .50, 3/4 time = .75, 1/4 time = .25, projected number of hours, if hourly, etc.).
 - d) Monthly salary rate or wage range for each position title. It is the proposer's responsibility to project annual merit increases and/or cost of living increases into each wage rate.

Note: Salary rates paid to contract staff should not exceed the rates paid to State personnel holding comparable classifications or performing duties with a comparable level of responsibility (how salary rates or ranges were determined must be explained in the Required Cost Justification/Documentation section of the Cost Section). In light of the State's fiscal uncertainties, DHS reserves the right to negotiate a lower cost of living percentage increase/amount or withhold approval of any projected cost of living increase in any contract budget year if the Proposer's projected increase exceeds the cost of living adjustment granted to civil service employees during the same fiscal period.

- e) Include a job description or duty statement for each position title or classification that will perform work under this project. The job descriptions must indicate the typical tasks and responsibilities that you will assign to the position and may

include desired or required education and experience. **Place all job descriptions or duty statements at the end of the Project Personnel section.**

- f) Identify by name and/or position title each key staff person that will have primary responsibility for managing, directing, overseeing and/or coordinating the work of assigned staff, subcontractors and/or independent consultants and who will maintain effective communications with DHS (i.e., HCC Director).
 - i. Briefly, describe each person's expertise, capabilities, and credentials.
 - ii. Emphasize any relevant past experience in directing, overseeing, coordinating or managing other government projects.
 - g) Include a resume for each key staff person (professional, managerial, or supervisory) that will exercise a major administrative, policy, or consulting role in carrying out the project work. **Place staff resumes in the Appendix section.** To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.
- 2) Briefly describe the administrative policies or procedures you will use to ensure that you will recruit and select well-qualified, competent, and experienced staff, subcontractors, and/or independent consultants.
- a) If employee recruitment/selection policies or procedures are present in an operations manual, you may cite excerpts from such manuals. Do not simply indicate that such policies exist and do not attach copies of any policies or manuals to your proposal. If deemed necessary, DHS may request copies of your existing manuals or policies.
- 3) Briefly describe the processes or procedures that you will use to ensure that vacancies are filled expeditiously and that services are continued despite the presence of vacancies.
- 4) If subcontractors (including independent consultants) will be used to perform contract services, proposers must do the following at the time of proposal submission:
- a) Indicate if you have pre-identified any firms/persons to perform the work or if you will recruit them later.
 - i. For each pre-identified subcontractor and independent consultant include:
 - A. Full legal name.
 - B. A job description or duty statement outlining the duties and functional responsibilities that you intend to assign to the subcontracted firm or independent consultant.
 - C. A brief explanation as to why you chose the subcontracted firm or independent consultant. Stress things such as applicable skills, knowledge, capabilities, past experience or accomplishments, availability, reasonableness of rates, notoriety in a field or specialty, etc.

- D. A resume for each pre-identified subcontractor and independent consultant. **Place all subcontractor and/or consultant resumes in the Appendix section.** To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.
- E. A letter of agreement, signed by an official representative of each subcontracted firm or independent consultant. **Place all subcontractor and/or consultant letters of agreement in the Appendix section.**

Specific subcontractor and/or independent consultant relationships proposed in response to this RFP (i.e., identification of pre-identified subcontractors and independent consultants) shall not be changed during the procurement process or prior to contract execution. The pre-identification of a subcontractor or independent consultant does not affect DHS' right to approve personnel or staffing selections or changes made after the contract award.

- ii. For subcontractors and/or independent consultants that cannot be identified when the proposal is submitted to DHS or are to be determined (TBD) after the contract is executed, include:
 - A. An identification of the functions, activities and responsibilities that you intend to assign to each subcontractor and/or independent consultant.
 - B. A description of the process that you will use to obtain DHS approval of each subcontractor and/or independent consultant selection along with approval of their budgeted costs and assigned responsibilities.

h. Facilities and Resources Section

Describe the following as it relates to your capacity to perform the scope of work:

- 1) Current office facilities at your disposal including number of offices owned or leased, square footage, number of staff housed and physical location or address.
- 2) Current support services and office equipment capabilities immediately available and/or accessible for use in carrying out the proposed SOW. Include such things as, but not limited to:
 - a) A description of the range and/or type of support services available and number of staff.
 - b) Messenger, delivery, shipping, distribution, or transport capabilities.
 - c) Teleconferencing or telecommunications capabilities, including telephone, voice messaging, TTY/TDD, and facsimile system.
 - d) Printing/reproduction or photocopying capabilities, including a minimum of two (2) stand alone fax machines

- e) Computer hardware and system capabilities (i.e., number, type, size, age, capacity and speed of personal computers or work stations and servers; Local Area Network capabilities (LAN); Wide Area Network capabilities; data transfer capabilities (disk or tape); data storage capacity; video/graphics capabilities, etc.).

At a minimum, Proposers shall have or make arrangements to acquire one Laser Jet or ink Jet Printer connected to the LAN, IBM compatible personal computer hardware to ensure adequate performance of the scope of work.

- f) Software applications in use (word processing applications, spread sheet applications, data base applications, graphics development applications, Web page design applications, unique or other specialized software applications, Internet and e-mail service provider, and e-mail software capability, etc.).

At a minimum, Proposers shall have or make arrangements to acquire Microsoft Word, Access, and Excel to ensure adequate performance of the scope of work.

- g) Other support functions or capabilities that can be accessed and/or utilized.

- 3) Identify any facilities, support services or equipment that you must purchase, rent or lease on a long or short-term basis to perform the services described in this RFP.

i. Cost Section

1) Basic Content

The Cost section will consist of the following documents:

- a) Cost Proposal Form (**Attachment 12**).
- b) Budget Detail Work Sheet(s) (**Attachments 13, 15, and 17**) for each FY or budget period.
- c) Subcontractor Budgets (**Attachments 14, 16, and 18**) for each FY or budget period.
- d) Required cost justification and documentation described later in this section.

2) General Instructions

- a) All cost forms (Cost Proposal form, Budget Detail Work Sheets and Subcontractor Budgets) must be typewritten or completed in ink. Errors, if any, should be crossed out and corrections should be printed in ink or typewritten adjacent to the error. The person who signs the Cost Proposal should initial all corrections preferably in blue ink.
- b) On the Cost Proposal form, indicate the annual cost for each budget period and include a total cost.
- c) When completing the cost forms, include all estimated costs to perform the services for the entire term, including applicable annual rate adjustments attributable to merit increases, profit margins, inflation or cost of living adjustments.

3) Required Budget Detail Work Sheets

- a) Include with the Cost Proposal Form (**Attachment 12**), a Budget Detail Work Sheet for each state fiscal year or budget period (**Attachments 13, 15, and 17**) and Subcontractor Budgets (**Attachments 14, 16, and 18**).
- b) On each Budget Detail Work Sheet, provide specific cost breakdowns for the budget line items identified in this section.
- c) All unit rates/costs, if any (i.e., square footage, salary rates/ranges, hourly rates, etc.), must be multiplied out and totaled for each budget period.
- d) Please report costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.
- e) When completing the Budget Detail Work Sheets and Subcontractor Budgets, you may create like images or computerized reproductions of the Budget Detail Work Sheets and Subcontractor Budgets included in this RFP. Use as many pages as necessary to display your detailed budgeted costs. The Budget Detail Work Sheet attachments included in this RFP are not intended to dictate the specific costs you are to report, but are intended to show you the required format for reporting your proposed budget detail.
- f) Identify your projected detailed expenses for each line item identified below by following the instructions herein.

i. Personnel Costs

- A. Identify each funded position title or classification.
- B. Indicate the number of personnel in each position/classification.
- C. Indicate the full time equivalent (FTE) or annual percentage of time/effort for each position (i.e., full time=1.0, 1/2 time=.50, 3/4 time=.75, 1/4 time=.25, number of hours, if hourly, etc.).
- D. Identify the monthly salary rate or range for each position/classification. Include paid leave benefits such as sick leave, vacation, annual leave, holiday pay, etc. in the salary rates or ranges.
- E. Project an annual total for each position/classification.
- F. If applicable, enter \$0 if no personnel costs will be incurred.
- G. Enter the grand total for salary/wage expenses.

ii. Fringe Benefits

Include fringe benefit expenses including, but not limited to, costs for worker's compensation insurance; unemployment insurance, health, dental, vision and/or life insurance; disability insurance; pension plan/retirement benefits; etc.

- A. Display fringe benefit costs as a percentage rate of the total personnel costs.
- B. If applicable, enter \$0 if no fringe benefit costs will be incurred.

iii. Operating Expenses (also referred to as General Expenses)

Identify all direct project costs. Direct project costs may include, but are not limited to, the following expense items:

- A. Facility rental (i.e., office space, storage facilities, etc.). Include the amount of square footage and the rate per square foot.
- B. Consumable office supplies.
- C. Minor equipment purchases (i.e., items with a unit cost of less than \$5,000 and a useful life of one year or more).
- D. Telecommunications (i.e., telephone or cellular telephones, fax, Internet service provider fees, etc.).
- E. Reproduction/printing/duplication.
- F. Postage or messenger/delivery service costs.
- G. Equipment/furniture rental/lease and maintenance.
- H. Software (including license fees, upgrade/maintenance fees, etc.).
- I. If applicable, enter \$0 if no operating expenses will be incurred.

iv. Equipment Expenses

- A. DHS will reimburse major equipment purchases under the resulting contract.
- B. DHS primarily classifies equipment as Major Equipment, Minor Equipment and Miscellaneous Property. Major Equipment is defined as a tangible or intangible item with a base unit cost of \$5,000 or more and a life expectancy of one year or more that is purchased or reimbursed with agreement funds. Major equipment expenses, when allowed, are budgeted in a separate expense line item. Minor Equipment is defined as a tangible item with a base unit cost of less than \$5,000 and a life expectancy of one year or more which appears on DHS' Minor Equipment List and that is purchased or reimbursed with agreement funds. Minor equipment expenses, when allowed, are budgeted as an operating expense.
- C. List each major equipment item you intend to purchase. Include the number of units and anticipated unit cost. Extend each unit cost to display applicable subtotals and show a total equipment cost.
- D. Contractors may use their own purchasing system to obtain major equipment up to an annual limit of \$50,000. DHS must arrange all equipment purchases above this limit. Unlimited purchase delegations exist for California State Colleges, public universities, and other governmental entities.

E. If applicable, enter \$0 if no major equipment expenses will be incurred.

v. Subcontract Expenses

- A. Specify a total cost for all subcontracted services (including those performed by independent consultants). Subcontractors include any persons/organizations performing contract services that are not on the Contractor's payroll.
- B. If you intend to use subcontractors (including independent consultants), provide the information below depending on whether subcontractors are known/pre-identified or have yet to be determined.
1. For **known/pre-identified** subcontractors or independent consultants, identify each subcontractor/consultant by name and include a separate expense breakdown for each of the subcontractor's costs for personnel expenses including fringe benefits, operating or general expenses, travel, subcontracts and indirect costs. **Use Attachments 14, 16, and 18 if more than two subcontracts are anticipated.**
 2. For **unknown/unidentified** subcontractors or independent consultant, list a title for each subcontracted activity/function and indicate a total projected cost for each activity/function to be out sourced.
- C. If applicable, enter \$0 if no subcontract expenses will be incurred.

vi. Travel Expenses

- A. Indicate the total cost for travel and per diem. Include costs for expenses such as airfare, mileage reimbursement, parking, toll bridge fees, taxicab fares, overnight lodging and meal expenses, etc.
- B. If applicable, enter \$0 if no travel expenses will be incurred.

vii. Other Costs

- A. Indicate here those direct project expenses that do not clearly fit into the other budget line items. Such costs may include, but are not limited to, training/conference registration fees, publication production costs, costs for educational material development or other items unique to performance.
- B. If any service, product, or deliverable will be provided on a fixed price or lump sum basis, name the items and/or deliverable and indicate "fixed price" or "lump sum" next to the item along with the price or fee.
- C. If applicable, enter \$0

viii. Indirect Costs

- A. Express your indirect costs as a percentage rate. Proposers must contain indirect costs at a rate no greater than 22% percent of total

personnel costs including benefits. DHS will deem a proposal non-responsive if a proposer offers an indirect cost rate that exceeds this limit.

B. If applicable, enter \$0.

ix. Total Costs

Enter a total annual cost for the stated fiscal year or budget period. Make sure all itemized costs equal this figure when added together.

4) Required Cost Justification/Documentation

In the Cost section of your proposal, you are to supply the following facts and information to explain the reasonableness and/or necessity of your proposed budgeted costs.

Include the following narrative information to explain the reasonableness and/or necessity of the proposed budgeted costs appearing on the Budget Detail Work Sheets.

- a) Discuss how the number of project-funded staff, their proposed duties and time commitments are sufficient to achieve the proposed services and activities.
- b) Include wage and/or salary justifications, including but not limited to:
 - i. How salary rates or ranges were determined.
 - ii. Explain any cost of living, merit or other salary adjustments that are included in the personnel line item. Explain how the amount of each adjustment was determined and explain the frequency or interval at which the adjustment is to be granted. **This only applies if you included merit increases, cost of living, or other salary adjustments in the personnel expense line item.**

In light of the State's fiscal uncertainties, DHS reserves the right to negotiate a lower cost of living percentage increase/amount or withhold approval of any projected cost of living increase in any contract budget year if the Proposer's projected increase exceeds the cost of living adjustment granted to civil service employees during the same fiscal period.

- c) Fringe benefit explanation. **This requirement only applies if fringe benefit expenses are budgeted.**
 - i. Identify and/or explain the expenses that make up fringe benefit costs. Typical fringe benefit costs can include worker's compensation insurance; unemployment insurance, health, dental, vision and/or life insurance; pension plan/retirement benefits; etc.
 - ii. If applicable, identify any positions that do not earn fringe benefits and/or that receive different benefit levels.
- d) Major equipment costs and explanation of purchasing system. **This requirement only applies if major equipment expenses are budgeted.**

- i. For each major equipment item listed in an annual Budget Detail Work Sheet, explain why the equipment item is needed and how it will be used to carry out the work. If applicable, explain why a lease is not preferable to a purchase.
 - ii. Describe briefly, your firm's purchasing system including how you will ensure that prices are competitive and how you will insure that purchases are carried out responsibly.
- e) Subcontractor/independent consultant use and fees/rates and costs. **This requirement only applies if subcontractor (including independent consultant) costs are budgeted.**
 - i. Discuss the necessity of using each subcontractor and/or independent consultant. Explain what contributions their services and expertise will add to this project.
 - ii. Provide a justification for the fees/wages budgeted for **known/pre-identified** subcontractors (including independent consultants). Include information, such as, but not limited to, the subcontractor's or consultant's current pay rate, past wage/salary/fee history, standard industry rates paid for comparable/similar services. If applicable, explain other factors you used to determine the proposed pay levels such as notoriety in a specific field, possession of expert credentials, etc. that explain the reasonableness of the proposed costs/fees or wage rates.
 - iii. For **unknown/unidentified** subcontractors (including consultants), explain how you determined the amount to budget for each proposed subcontracted activity or function.
- f) Travel expense justification/explanation. **This requirement only applies if travel expenses are budgeted.**
 - i. If you propose travel expenses equal to \$50,000 or more in any budget period, itemize all major travel and per diem expenses. At a minimum, include an estimated number of trips, to and from destinations, length of travel per trip (i.e., number of days and nights), number of travelers and mode of transportation
 - ii. **Note:** Travel reimbursement generally may not exceed the current rates paid to non-represented State employees.

Expenses exceeding current State rates must be explained and justified and are subject to prior DHS approval. Request a copy of the State employee travel reimbursement rates if DHS failed to attach the rates to the RFP (e.g., the Travel Reimbursement Information exhibit).

State employees receive discounted lodging rates in many areas. In justifying per diem costs, indicate if you do not have access to discounted rates.
 - iii. If travel expenses are less than \$50,000 in any budget period, briefly explain how you estimated your proposed travel costs.

- g) Other costs explanation. **This requirement only applies if “Other costs” are budgeted.**
 - i. Itemize each expense item making up the “Other Costs” line item.
 - ii. Explain why each expense item is necessary. Also, explain how you determined the amount of each expense.
 - iii. If you offered any services or deliverables on a lump sum or fixed-price basis, explain how you determined the price or cost.
- h) Include, at your option, any other information that will assist DHS to understand how you determined your costs and why you believe your costs are reasonable, justified and/or competitive. Unless discussed elsewhere within this section, explain any unusually high cost elements appearing in any budget line item.
- j. Appendix Section

Place the following documentation in the Appendix section of your proposal in the order shown below.

1) **Proof of Nonprofit Status.**

Nonprofit organizations must prove they are legally eligible to claim “nonprofit” and/or tax-exempt status by submitting a copy of an IRS determination letter indicating nonprofit or 501 (3)(c) tax exempt status. Submit an explanation if you cannot supply this documentation.

2) **An Organization Chart.**

The organizational chart must show the lines of authority and reporting relationships within your organization including the relationship between management and subcontractors and/or independent consultants, if any.

3) **Staff Resumes.**

Resume specifications appear in the Project Personnel section. To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.

4) **Subcontractor/Consultant Resumes.**

Submit a resume for each pre-identified subcontractor or independent consultant, if any, as discussed in the Project Personnel section. To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.

5) **Subcontractor/Consultant Letters of Agreement.**

For each pre-identified subcontractor and independent consultant that will be used to perform services under the resulting contract, submit a letter of agreement to work on this project.

A letter of agreement must be signed by an official representative of each subcontracted organization or independent consultant, indicating his or her acknowledgement of being named as a subcontractor or consultant, their availability to work on this project and acknowledgement that they have read or been made aware of the proposed contract terms, conditions and exhibits. Include an explanation if you cannot obtain a letter of agreement from each pre-identified subcontractor and consultant and indicate when a letter of agreement will be forthcoming.

k. Forms Section

Complete, sign and include the forms/attachments listed below. When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. After completing and signing the applicable attachments, assemble them in the order shown below.

Attachment and/or Documentation	Instructions
2 - Required Attachment / Certification Checklist	1) Check each item with "Yes" or "N/A", as applicable, and sign the form. If necessary, explain your responses. 2) If a proposer marks "Yes" or "N/A" and makes any notation on the checklist and/or attaches an explanation to the checklist to clarify their choice, DHS considers this a "qualified response." Any "qualified response", determined by DHS to be unsatisfactory or insufficient to meet a requirement, may cause a proposal to be deemed nonresponsive.
3 - Business Information Sheet	Completion of the form is self-explanatory.
4 - Client References	Identify three (3) clients you have serviced within the past five years that can confirm their satisfaction with your services and confirm if your firm provided timely and effective services or deliverables. If possible, identify clients whose needs were similar in scope and nature to the services sought in this RFP. List the most recent first.
5 - RFP Clause Certification	Complete and sign this form indicating your willingness and ability to comply with the contract certification clauses appearing in the RFP section entitled, "Bid Requirements and Information," subsection "Bidding Certification Clauses."
6 - CCC 304 – Certification	Complete and sign this form indicating your willingness and ability to comply with the Contractor Certification Clauses appearing in this Attachment. The attachment supplied in this solicitation represents only a portion of the contractor information in this document. Visit this web site to view the entire document: http://www.ols.dgs.ca.gov/Standard+Language/default.htm .

Attachment and/or Documentation	Instructions
7 - Payee Data Record	Complete and return this form, <u>only</u> if you have not previously entered a contract with DHS. If uncertain, complete and return the form.
8 – Follow-on Consultant Contract Disclosure	Complete and sign this form. If applicable, attach to this form the appropriate disclosure information.
9a - Actual DVBE Participation and applicable DVBE certification(s) and/or 9b - Good Faith Effort with required documentation	Read and carefully follow the completion instructions in Attachment 9. Attach the documentation that is required for the form(s) you choose to submit. One and/or both of these two forms may be required. Submission of these forms only applies to contract awards that equal \$10,000 or more for the entire contract term.
10 - Target Area Contract Preference Act Request	Complete and return this form, <u>only</u> if your firm is based in California, your total bid is \$100,000 or more, DHS has not pre-set any part of the work location, and you wish to apply for TACPA preference.
11 - Enterprise Zone Act (EZA) Preference Request	Complete and return this form, <u>only</u> if your firm is based in California, the total bid offered is \$100,000 or more, no part of the work location has been preset by DHS, and you wish to apply for EZA preference.

K. Proposal Submission

1. General Instructions

- a. Assemble an original and five (5) copies of your proposal together. Place the proposal set marked “**Original**” on top, followed by the five (5) extra copies.
- b. Place all proposal copies in a single envelope or package, if possible. Seal the envelope or package.

If you submit more than one envelope or package, carefully label each one as instructed below and mark on the outside of each envelope or package “1 of X”, “2 of X”, etc.

- c. Mail or arrange for hand delivery of your proposal to the Department of Health Services, Contract Management Unit (CMU). Proposals may not be transmitted electronically by fax or email.
- d. The Contract Management Unit must receive your proposal, regardless of postmark or method of delivery, by **4:00 p.m. on April 18, 2005**. Late proposals will not be reviewed or scored.

- e. Label and submit your proposal using one of the following methods.

Hand Delivery or Overnight Express:	U.S. Mail:
Proposal RFP 05-45365 Department of Health Services Mail Station 1403 Contract Management Unit 1501 Capitol Avenue, Suite 71.2101 Sacramento, CA 95814	Proposal RFP 05-45365 Department of Health Services Mail Station 1403 Contract Management Unit P.O. Box 997413 Sacramento, CA 95899-7413

f. **Proposer Warning**

DHS' internal processing of U.S. mail may add 48 hours or more to the delivery time. If you mail your proposal, consider using certified or registered mail and request a receipt upon delivery. If you choose hand delivery, allow sufficient time to locate on street metered parking and to sign-in at the security desk.

2. Proof of Timely Receipt

- DHS staff will log and attach a date/time stamped slip or bid receipt to each proposal package/envelope received. If a proposal envelope or package is hand delivered, DHS staff will give a bid receipt to the hand carrier upon request.
- To be timely, DHS' Contract Management Unit must receive each proposal at the stated delivery address no later than 4:00 p.m. on the proposal submission due date. Neither delivery to the department's mailroom or a U.S. postmark will serve as proof of timely delivery.
- DHS will deem late proposals non-responsive.

3. Proposer Costs

Proposers are responsible for all costs of developing and submitting a proposal. Such costs cannot be charged to DHS or included in any cost element of a proposer's price offering.

L. Evaluation and Selection

A multiple stage evaluation process will be used to review and/or score technical proposals. DHS will reject any proposal that is found to be non-responsive at any stage of evaluation.

1. Stage 1 – Required Attachment / Certification Checklist Review

- Shortly after the proposal submission deadline, DHS staff will convene to review each proposal for timeliness, completeness and initial responsiveness to the RFP requirements. This is a pass/fail evaluation.
- In this review stage, DHS will compare the contents of each proposal to the claims made by the proposer on the Required Attachment/Certification Checklist to determine if the proposer's claims are accurate.

- c. If deemed necessary, DHS may collect additional documentation (i.e., missing forms, missing data from RFP attachments, missing signatures, etc.) from a proposer to confirm the claims made on the Required Attachment/Certification Checklist and to ensure that the proposal is initially responsive to the RFP requirements.
- d. If a proposer's claims on the Required Attachment/Certification Checklist cannot be proven or substantiated, the proposal will be deemed non-responsive and rejected from further consideration.

2. Stage 2 – Narrative Proposal Evaluation/Scoring

- a. Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to a rating committee.

The raters will individually and/or as a team review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.

- b. DHS will use the following scoring system to assign points. Following this chart is a list of the considerations that raters may take into account when assigning individual points to a technical proposal.

Points	Interpretation	General basis for point assignment
0	Inadequate	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet DHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
1	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets DHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
2	Fully Adequate	Proposal response (i.e., content and/or explanation offered) is fully adequate or fully meets DHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
3	Excellent or Outstanding	Proposal response (i.e., content and/or explanation offered) is above average or exceeds DHS' needs/requirements or expectations. Minimal weaknesses are acceptable. Proposer offers one or more enhancing feature, method or approach that will enable performance to exceed our basic expectations.

- c. In assigning points for individual rating factors, raters may consider issues including, but not limited, to the extent to which the proposal response:
 - 1) Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or

- 2) Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or
 - 3) Demonstrates that the proposer understands DHS' needs, the services sought, and/or the contractor's responsibilities, and/or
 - 4) Illustrates the proposer's capability to perform all services and meet all Scope of Work requirements, and/or
 - 5) If implemented, will contribute to the achievement of DHS' goals and objectives, and/or
 - 6) Demonstrates the proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).
- d. Below are the point values and weight values for each rating category that will be scored.
- 1) Proposals, excluding the Cost section, will be scored on a scale of 0 to 171 points, as follows:

<u>Rating Category</u>	<u>Points</u>	<u>X</u>	<u>Weight</u>	<u>=</u>	<u>Total</u>
Executive Summary	12	X	0.5	=	6
Agency Capability	21	X	2.0	=	42
Work Plan	42	X	2.0	=	84
Management Plan	18	X	1.0	=	18
Project Personnel	18	X	1.0	=	18
Facilities and Resources	6	X	0.5	=	3
Grand Total					171

- 2) DHS will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 103 total points. Non-responsive proposals will not advance to Stage 3.

3. Stage 3 – Scoring the Cost Section

- a. Proposers that earned a passing score in Stage 2 will have the Cost section of their proposal scored and/or evaluated according to the process described herein.
- b. The proposal offering the lowest total cost earns 171 Cost points. The remaining proposals earn cost points through the cost conversion formula shown below. Final calculations shall result in numbers rounded to two decimal places.

Lowest Cost ÷ Other Proposal Cost x 171 = Cost score of the other proposal

- c. **Example for Illustration Purposes:**

Lowest price earns 171 points.

\$100,000 (lowest cost) ÷ \$127,000 (another proposal cost) = .7874

.7874 X 171 points = 134.64 (Cost Section Score of another proposer)

4. Stage 4 – Combining Narrative Proposal Score and Cost Section Score

DHS will combine the narrative proposal score to the final Cost section score and will tentatively identify the organization with the highest combined proposal score from each of the earlier evaluation stage(s).

5. Stage 5 – Adjustments to Score Calculations for Bidding Preferences

- a. DHS will determine which organizations, if any, are eligible to receive a bidding preference (i.e., small business, TACPA and/or EZA).
- b. To confirm the identity of the highest scored responsible proposer, DHS will adjust the total proposal costs for applicable claimed preference(s) and will readjust the Cost score of those proposers eligible for bidding preferences. DHS will apply preference adjustments to eligible proposers according to State regulations following verification of eligibility with the appropriate office of Department of General Services. More information about the allowable bidding preferences appears in the RFP section entitled, "Preference Programs."

6. Stage 6 – Final Score Calculation

DHS will use the formula shown below to calculate final proposal scores and to determine the highest scored proposal.

- a. Narrative Proposal Score X 70% = Technical Score
- b. Cost Section Score X 30% = Cost Score

- c. Technical Score
 + Cost Score
 = Total Point Score

M. Narrative Proposal Rating Factors

Raters will use the following criteria to score the narrative portion of each proposal.

1. Executive Summary

Executive Summary Rating Factors [Not to exceed three (3) pages]	Points Possible	Points Earned
To what extent did the proposer express, in its own words, its understanding of DHS' needs and the importance of this project?	3	
To what extent did the proposer demonstrate their understanding of their role in the NHSP?	3	
To what extent does it appear that the proposer has expressed their capacity to meet the contract requirements?	3	

Executive Summary Rating Factors [Not to exceed three (3) pages]	Points Possible	Points Earned
To what extent did the proposer demonstrate that it can effectively integrate this project into its current obligations?	3	
Executive Summary Score _____ Points earned X 0.5 = _____		

2. Agency Capability

Agency Capability Rating Factors	Points Possible	Points Earned
Upon reviewing the proposer's description of its business history, to what extent are the proposing organization's goals relevant, closely related or will their goals complement this project?	3	
From the experience described in its proposal, to what extent does it appear that the proposer possesses sufficient experience in implementing and/or operating programs serving a population comparable to that identified in this RFP and that included training, quality assurance, outreach, information management and outcome tracking activities.	3	
From the experience described in its proposal, to what extent did the proposer demonstrate that it possesses sufficient experience in providing services addressing the health, developmental, social, and educational needs of children under three (3) years of age.	3	
From the experience described in its proposal, to what extent did the proposer demonstrate that it possesses sufficient experience collaborating with non-profit and community-based agencies, hospitals and government agencies.	3	
From the experience described in its proposal, to what extent did the proposer demonstrate that it possesses sufficient experience with administering government grants or contracts, information management, and management of a program with an annual budget of over \$200,000.	3	
From the experience described in its proposal, to what extent did the proposer demonstrate that it possesses sufficient experience providing case management, follow-up, and referral services for children under three (3) years of age.	3	
To what extent did the proposer demonstrate that it would prevent any potential conflict of interest in the performance of activities outlined in the SOW of this RFP.	3	
Agency Capability Score _____ Points earned X 2.0 = _____		

3. Work Plan

Work Plan Rating Factors	Points Possible	Points Earned
To what extent do the proposer's overall approaches and/or methods seem to be comprehensive and/or technically sound?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity I of the SOW?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity II of the SOW?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity III of the SOW?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity IV of the SOW?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity V of the SOW?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity VI of the SOW?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity VII of the SOW?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity VIII of the SOW?	3	
To what extent does the proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposer will perform to fulfill the requirements specified in Activity IX of the SOW?	3	
To what extent does it appear that the proposer will perform the tasks/activities and functions in a logical order?	3	
To what extent does the proposed performance time lines appear realistic and achievable?	3	

Work Plan Rating Factors	Points Possible	Points Earned
To what extent did the proposer adequately demonstrate how it will measure and/or prove the completion of major tasks, functions, and activities (i.e., identification of key events/outcomes or deliverables)?	3	
To what extent can the proposer implement a smooth transition of activities with little or no disruption to ongoing services?	3	
Work Plan Score _____ Points earned X 2.0 = _____		

4. Management Plan

Management Plan Rating Factors	Points Possible	Points Earned
To what extent has the proposer demonstrated its capability to effectively coordinate, manage and monitor the efforts of assigned staff (including subcontractors) to ensure that work is effectively completed and timely?	3	
Upon reviewing the proposer's description of its fiscal accounting processes and budgetary controls, to what extent do the fiscal processes and controls appear adequate to ensure the responsible use and management of contract funds and accurate invoicing?	3	
Upon reviewing the proposer's description of its fiscal accounting processes and budgetary controls, to what extent does it appear that the proposer can properly account for state project costs to ensure that only appropriate costs are billed to DHS?	3	
Upon reviewing a description of its fiscal accounting processes and budgetary controls, to what extent does it appear that the proposer has appropriate fiscal reporting and fiscal monitoring capabilities to ensure contract funds are managed responsibly?	3	
Upon reviewing a description of its fiscal accounting processes and budgetary controls, to what extent has the proposer demonstrated that it will maintain appropriate documentation to prove, support or substantiate the expenses invoiced to DHS?	3	
Upon reviewing the proposer's organization chart in the Appendix Section, to what extent is the proposer's organizational structure sound with distinct lines of authority and reporting relationships between management and all staff including subcontractors and independent consultants?	3	
Management Plan Score _____ Points earned X 1.0 = _____		

5. Project Personnel

Project Personnel Rating Factors	Points Possible	Points Earned
Upon reviewing the proposer's staffing plan, to what extent has the proposer allocated a sufficient number of staff in the appropriate position levels or classifications to perform the full range of services?	3	
Upon reviewing the proposer's staffing plan, to what extent has the proposer allocated ample FTEs or percentages of staff time for each position or classification?	3	
Upon reviewing the proposed salary rates or ranges and proposed duties for the proposed personnel, to what extent are the salary rates or ranges appropriate in relation to the assigned duties and level of responsibility?	3	
Upon reviewing the proposed job descriptions or duty statements for the proposed personnel, to what extent has the proposer reasonably assigned the job responsibilities and tasks among the different personnel?	3	
Upon reviewing the job descriptions and resumes of the proposed staff, to what extent do the proposed personnel possess the qualifications and expertise needed to perform the assigned duties?	3	
Upon reviewing the job description and resume of the proposed HCC Director, to what extent does the proposed person appear to possess the qualifications, past experience and expertise needed to carry out their assigned responsibilities?	3	
Project Personnel Score _____ Points earned X 1.0 = _____		

6. Facilities and Resources

Facilities and Resources Rating Factors	Points Possible	Points Earned
To what extent does the proposer appear to have access to office facilities that are sufficient to enable performance of the scope of work?	3	
To what extent does the proposer appear to have access to adequate support services and other resources that are needed to ensure successful performance?	3	
Facilities and Resources Score _____ Points earned X 0.5 = _____		

N. Bid Requirements and Information

1. Non Responsive Proposals

In addition to any condition previously indicated in this RFP, the following occurrences **may** cause DHS to deem a proposal non-responsive.

- a. Failure of a proposer to:
 - 1) Meet DVBE participation goals or to demonstrate that a substantial good faith effort (GFE) was made to meet those goals.
 - 2) Meet proposal format/content or submission requirements including, but not limited to, the sealing, labeling, packaging and/or timely and proper delivery of proposals.
 - 3) Pass the Required Attachment/Certification Checklist review (i.e., by not marking “Yes” to applicable items or by not appropriately justifying, to DHS’ satisfaction, all “N/A” designations).
 - 4) Submit a **mandatory** Letter of Intent in the manner required.
- b. If a proposer submits a proposal that is conditional, materially incomplete or contains material defects, alterations or irregularities of any kind.
- c. If a proposer supplies false, inaccurate or misleading information or falsely certifies compliance on any RFP attachment.
- d. If DHS discovers, at any stage of the bid process or upon contract award, that the proposer is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this RFP or the resulting contract.
- e. If other irregularities occur in a proposal response that is not specifically addressed herein (i.e., the proposer places any conditions on performance of the SOW, submits a counter proposal, etc.).

2. Proposal Modifications after Submission

- a. All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the proposer may resubmit a new proposal.
- b. To withdraw and/or resubmit a new proposal, follow the instructions appearing in the RFP section entitled, “Withdrawal and/or Resubmission of Proposals.”

3. Proposal mistakes

If prior to contract award, award confirmation, or contract signing, a proposer discovers a mistake in their proposal and/or cost offering that renders the proposer unable or unwilling to perform all scope of work services as described in its proposal response for the price/costs offered, the proposer must immediately notify DHS and submit a written request to withdraw its proposal. Withdrawal instructions appear below.

4. Withdrawal and/or Resubmission of Proposals

- a. Withdrawal Deadlines

A proposer may withdraw a proposal at any time before the proposal submission deadline.

b. Submitting a Withdrawal Request

- 1) Submit a written withdrawal request, signed by an authorized representative of the proposer.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Withdrawal RFP 05-45365 Department of Health Services Contract Management Unit Mail Station 1403 1501 Capitol Avenue, Suite 71.2101 P.O. Box 997413 Sacramento, CA 95899-7413	Withdrawal RFP 05-45365 Department of Health Services Contract Management Unit Fax: (916) 650-0110

- 3) **For faxed withdrawal requests**, proposers must call (916) 650-0100 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

An originally signed withdrawal request is generally required before DHS will return a proposal to a proposer. DHS may grant an exception if the proposer informs DHS that a new or replacement proposal will immediately follow the withdrawal.

c. Resubmitting a Proposal

After withdrawing a proposal, proposers may resubmit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

5. Contract Award and Protests

a. Contract Award

- 1) Award of the contracts, if awarded, will be to the responsive and responsible proposer, who earns the highest total score for each applicable Geographic Service Area. The highest scored proposals will be determined after DHS adjusts proposer costs for applicable bidder preferences.
- 2) DHS shall award the contracts only after DHS posts a Notice of Intent to Award for five (5) working days. DHS expects to post the Notice of Intent to Award before the close of business on **April 29, 2005** in a Contract Award Notices Binder which will be available for viewing by the public during normal business hours, at the following location:

Department of Health Services
 Contract Management Unit
 1501 Capitol Avenue, First Floor Guard Station
 Sacramento, CA 95814

- 3) DHS will mail or fax a written notification and/or a copy of the Notice of Intent to Award to all organizations that submitted a proposal.
- 4) DHS will confirm the contract award to the winning proposers after the protest deadline, if no protests are filed or following the Department of General Service's (DGS) resolution of all protests. DHS staff may confirm an award verbally or in writing.

b. Settlement of Ties

In the event of a precise highest score tie between a certified small business and a certified DVBE, the contract will be awarded to the DVBE per Government Code Section 14838(f) et seq.

DHS will settle all other tied total scores by making an award to the proposer who earns the highest score on their narrative proposal (Technical Proposal). If the narrative proposal scores are also tied, DHS will settle the tie in a manner that DHS determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will DHS settle a tie by dividing the work among the tied proposers.

c. Protests

1) Who Can Protest

Any proposer who submits a proposal may file a protest if the proposer believes its proposal is responsive to all RFP requirements.

2) Grounds for Protests

Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345. DHS will not make an award within a geographic service area until all protests within that geographic service area are withdrawn by the protestant, denied, or resolved to the satisfaction of DGS. The receipt of a protest against the award in one geographic service area shall not hinder, delay, or prevent an award in another geographic service area.

3) Protest Time Lines

- a. Eligible proposers may file a first and quite brief "Notice of Intent to Protest" within five (5) working days after DHS posts the Notice of Intent to Award.
- b. Within five (5) calendar days after filing a "Notice of Intent to Protest", the protestant must file a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes DHS has improperly applied in awarding the contract.

4) Submitting a Protest

Protests must be filed with both the Department of General Services and the Department of Health Services. You may hand deliver, mail or fax your protest.

Label, address and submit the initial protest notice and detailed protest statement using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Protest to DHS RFP 05-45365 Dept. of Health Services Contract Management Unit Mail Station 1403 1501 Capitol Avenue, Suite 71.2101 P.O. Box 997413 Sacramento, CA 95899-7413	Protest to DHS RFP 05-45365 Dept. of Health Services Contract Management Unit Fax: (916) 650-0110
Protest to DHS RFP 05-45365 Dept. of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 P.O. Box 989052 West Sacramento, CA 95798-9052	Protest to DHS RFP 05-45365 Dept. of General Services Office of Legal Services Fax: (916) 376-5088

5) For Faxed Protests

Faxed protests must be followed-up by sending an original signed protest, with all supporting material, within one (1) calendar week of submitting the faxed protest.

Call the telephone numbers below to confirm your fax transmission:

Department of General Services	(916) 376-5080
Department of Health Services	(916) 650-0100

6. Disposition of proposals

- a. All materials submitted in response to this RFP will become the property of the Department of Health Services and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). DHS will disregard any language purporting to render all or portions of any proposal confidential.
- b. Upon posting of a Notice of Intent to Award, all documents submitted in response to this RFP and all documents used in the selection process (e.g., review checklists, scoring sheets, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. However, proposal contents, proposer correspondence, selection working papers, or any other medium shall be held in the strictest confidence until the Notice of Intent to Award is posted.
- c. DHS may return a proposal to a proposer at their request and expense after DHS concludes the bid process.

7. Inspecting or Obtaining Copies of Proposals

a. Who Can Inspect or Copy Proposal Materials

Any person or member of the public can inspect or obtain copies of any proposal materials.

b. What Can be Inspected/Copied and When

- 1) On or after DHS posts the Notice of Intent to Award, all proposals, letters of intent, checklists and/or scoring/evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or Obtaining Copies of Proposal Materials

Persons wishing to view or inspect any proposal or award related materials must identify the items they wish to inspect and must make an inspection appointment by contacting **V. David Banda at (916) 323-8091**.

Persons wishing to obtain copies of proposal materials may visit DHS or mail a written request to the DHS office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from State premises for the purposes of making copies.

Unless waived by DHS, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **ten cents** per page. DHS will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies – RFP 05-45365

Department of Health Services
Newborn Hearing Screening Program
Mail Station 8103
ATTN: V. David Banda
1515 K Street, Suite 400
P.O. Box 997413
Sacramento, CA 95899-7413

8. Verification of Proposer Information

By submitting a proposal, proposers agree to authorize DHS to:

- a. Verify any and all claims made by the proposer including, but not limited to verification of prior experience and the possession of other qualification requirements, and
- b. Check any reference identified by a proposer or other resources known by the State to confirm the proposer's business integrity and history of providing effective, efficient and timely services.

9. DHS Rights

In addition to the rights discussed elsewhere in this RFP, DHS reserves the following rights.

a. RFP Corrections

- 1) DHS reserves the right to do any of the following up to the proposal submission deadline:
 - a) Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
 - b) Issue clarification notices, addenda, alternate RFP instructions, forms, etc.
 - c) Waive any RFP requirement or instruction for all proposers if DHS determines that the requirement or instruction was unnecessary, erroneous or unreasonable. If deemed necessary by DHS, DHS may also waive any RFP requirement or instruction after the proposal submission deadline.
 - d) Allow proposers to submit questions about any RFP change, correction or addenda. If DHS allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) To reduce State costs of mailing procurement corrections to persons and entities that do not intend bid, DHS will mail or fax written clarification notices and/or RFP addenda only to those persons and entities that submit a timely mandatory Letter of Intent.

If DHS decides, just before or on the proposal due date, to extend the submission deadline, DHS may choose to notify persons or entities who submitted a timely mandatory Letter of Intent of the extension by fax or by telephone. DHS will follow-up any verbal notice in writing by fax or by mail.

b. Collecting Information from Proposers

- 1) If deemed necessary, DHS may request a proposer to submit additional documentation during or after the proposal review and evaluation process. DHS will advise the proposers orally, by fax or in writing of the documentation that is required and the time line for submitting the documentation. DHS will follow-up oral instructions in writing by fax or mail. Failure to submit the required documentation by the date and time indicated may cause DHS to deem a proposal non-responsive.
- 2) DHS, at its sole discretion, reserves the right to collect, by mail, fax or other method, the following omitted documentation and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted RFP attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a proposer.
 - d) Information/material or form needed to correct or remedy an immaterial defect in a proposal.

- 3) The collection of proposer documentation may cause DHS to extend the date for posting the Notice of Intent to Award. If DHS changes the posting date, DHS will advise the proposers, orally or in writing, of the alternate posting date.

c. Immaterial Proposal Defects

- 1) DHS may waive any immaterial defect in any proposal and allow the proposer to remedy those defects. DHS reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
- 2) DHS' waiver of an immaterial defect in a proposal shall in no way modify this RFP or excuse a proposer from full compliance with all bid requirements.

d. Correction of Clerical or Mathematical Errors

- 1) DHS reserves the right, at its sole discretion, to overlook, correct or require a proposer to remedy any obvious clerical or mathematical errors occurring in the narrative portion of a proposal, on a Cost Proposal form or on a Budget Detail Work Sheet.
- 2) If the correction of an error results in an increase or decrease in the total price, DHS shall give the proposer the option to accept the corrected price or withdraw their proposal.
- 3) Proposers may be required to initial corrections to costs and dollar figures on the Cost Proposal form or a Budget Detail Work Sheet if the correction results in an alteration of the annual costs or total cost offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, DHS will use the unit price to settle the discrepancy.

e. Right to Remedy Errors

DHS reserves the right to remedy errors caused by:

- 1) DHS office equipment malfunctions or negligence by agency staff;
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

f. No Contract Award or RFP Cancellation

The issuance of this RFP does not constitute a commitment by DHS to award a contract. DHS reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of DHS to do so.

g. Contract Amendments after Award

As provided in the Public Contract Code governing contracts awarded by competitive bid, the DHS reserves the right to amend the contract after DHS makes a contract award.

h. Proposed Use of Subcontractors and/or Independent Consultants

Specific subcontract relationships proposed in response to this RFP (i.e., identification of pre-identified subcontractors and independent consultants) shall not be changed during the procurement process or prior to contract execution. The pre-identification of a subcontractor or independent consultant does not affect DHS' right to approve personnel or staffing selections or changes made after the contract award.

i. Staffing Changes after Contract Award

DHS reserves the right to approve or disapprove changes in key personnel that occur after DHS awards the contract.

O. Bidding Certification Clauses

1. Certificate of Independent Price Determination

a. The prospective proposer certifies that:

- 1) The prices in this bid or proposal have been arrived at independently without any consultation, communication or agreement with any other proposer or competitor for the purpose of restricting competition relating to:
 - a) The prices or costs offered;
 - b) The intention to submit a bid or proposal,
 - c) The methods or factors used to calculate the costs or prices offered.
- 2) The prices in this bid or proposal have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before the bid/cost proposal opening date or date of contract award posting, unless otherwise required by law.
- 3) No attempt has been made or will be made by the proposer to induce any other organization or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

b. Each signature appearing on the documents contained in this bid package/proposal is considered to be a certification by the signatory that the signatory:

Is the person in the proposer's organization that is either responsible for determining the prices offered in this bid or proposal and/or is designated to complete the bid or proposal forms on behalf of the bidding organization, and the signatory has not participated and will not participate in any action contrary to all subsections of paragraph a.

2. Debarment and Suspension Certification

a. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2) of this certification; and
 - 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 5) It shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 6) It will include a clause entitled "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- b. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the program funding this contract.

3. Lobbying Restrictions and Disclosure

(This certification only applies if the resulting contract total will equal or exceed \$100,000 and the contract will be federally funded in part or whole.)

- a. The Contractor certifies, to the best of its knowledge and belief, that:
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) The Contractor shall require that the contents of this certification be collected from the recipients of all sub-awards, exceeding \$100,000, at all tiers (including subcontracts, subgrants, etc.) and shall be maintained for three years following final payment/settlement of those agreements.

- b. This certification is a material representation of fact upon which reliance was placed when this contract was made and/or entered into. The making of the above certification is a prerequisite for making or entering into this contract pursuant to 31 U.S.C. 1352 (45 CFR 93). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. The Standard Form-LLL may be obtained from various federal agencies, federally sponsored World Wide Web Internet sites, DHS upon request or may be copied from Exhibit D(F) entitled, Special Terms and Conditions.

P. Preference Programs

To confirm the identity of the highest scored responsible Proposer, DHS will adjust the total point score for applicable claimed preference(s). DHS will apply preference adjustments to eligible Proposers according to State regulations following verification of eligibility with the appropriate office of the Department of General Services.

1. Small Business Enterprises (including Microbusinesses)

- a. Responsive and responsible California proposers claiming preference and verified as a certified small business (including microbusiness) in a relevant business type will be granted a preference of five percent (5%) of the total point score earned by the responsive and responsible proposer with highest combined score, if the highest scored proposal is submitted by a proposer that is not certified as a California small business (including microbusinesses) in a relevant business type. The "service" category or business type will most likely apply to this procurement.
- b. To be certified as a "small business" (including a microbusinesses) and eligible for a bidding preference the business concern must:
 - 1) Have requested the status of small business and/or microbusiness and become certified by the appropriate office of the Department of General Services (DGS) [formerly referred to as Office of Small Business Certification and Resources] as a small business no later than 5:00 p.m. on the proposal submission deadline.
 - 2) Not be dominant in its field of operations,
 - 3) Be independently owned and operated,
 - 4) Have its principal office located in California,
 - 5) Have its owners (or officers in the case of a corporation) domiciled in California,
 - 6) Together with its affiliates be either:
 - a) A non-manufacturer with 100 or fewer employees and average annual gross receipts of ten million dollars or less over the previous three years, or
 - b) A manufacturer with 100 or fewer employees.
- c. Firms desiring small business and/or microbusiness certification must obtain a Small Business Certification Application (STD 813) from the appropriate office of the Department of General Services [formerly Office of Small Business Certification and

Resources (OSBCR)], fully complete the form, and return it to the Department of General Services as instructed. Bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:

- 1) (916) 322-5060 (24 hour recording and mail requests), or
- 2) (916) 375-4940 or (800) 559-5529 (live operator), or
- 3) Internet address: <http://www.pd.dgs.ca.gov/smbus> or
- 4) Fax: (916) 375-4950, or
- 5) Email: osbcrhelp@dgs.ca.gov

2. Target Area Contract Preference Act (TACPA) and Enterprise Zone Act

- a. Government Code (GC) section 4530 (TACPA) and GC section 7070 (EZA) provide that California based companies shall be granted a 5% preference, not to exceed a maximum of \$50,000, whenever a state agency prepares a solicitation for **services** in excess of \$100,000. The preference(s) shall apply if the worksite is not fixed by the government agency and the company can demonstrate and certify, under the penalty of perjury, that at least 90 percent of the total labor hours required to perform the services contract shall be performed at an identified worksite located in a distressed area (TACPA) or enterprise zone (EZA).
- b. Additional work force preferences ranging from 1% to 4% can be earned by eligible proposers that agree to hire 5% to 20% of persons with a high risk of unemployment or those living in a targeted employment area or that are enterprise zone eligible to perform a specified percentage of the contract work.
- c. Proposers seeking TACPA and/or EZA preference must submit a completed STD 830 - Target Area Contract Preference Act Request (**Attachment 10**) or a STD 831 - Enterprise Zone Act (EZA) Preference Request (**Attachment 11**) with their proposal. The preference request form must include the following:
 - 1) All appropriate certifications. (TACPA and EZA)
 - 2) The proposing firm's name and the name of all suppliers and subcontractors that will work with the proposer to fulfill the terms of the contract along with the addresses of each of the worksite(s) and estimated labor hours. (TACPA and EZA)
 - 3) County census tract number and block group number. (TACPA)
 - 4) Enterprise zone name(s). (EZA)
 - 5) Proposer's original signature. (TACPA and EZA)
- d. TACPA and/or EZA preference cannot be claimed or granted if:
 - 1) The lowest responsible proposed cost does not equal or exceed \$100,000 for the entire term, **or**
 - 2) The work site or any part thereof is fixed or preset by the State, **or**
 - 3) The services involve construction or a public works project **or**
- e. A proposer who has claimed a TACPA and/or EZA preference and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided the preference was granted in obtaining the contract. Firms receiving preference must:

- 1) Report their labor hours to the State and
 - 2) Reference the state contract on which the award is based for the specific reporting requirements.
- f. Proposers wishing to learn more about TACPA and/or EZA requirements, designated work site(s) or enterprise zones in California should contact the appropriate office of the Department of General Services (formerly known as OSBCR) at (916) 375-4940. DGS will attempt to determine TACPA and/or EZA eligibility within two working days.

3. Combined Preferences

The maximum preference or cost reduction that any proposer may be granted for small business, TACPA and EZA preference combined is 15% or \$100,000, whichever is less.

Any firm that claims and is granted EZA and/or TACPA preference cannot displace an award to a certified small business (including microbusiness).

Q. Contract Terms and Conditions

The winning Proposer must enter a written contract that may contain portions of the Proposer's proposal (i.e., Budget Detail Work Sheets, Work Plan), Scope of Work, standard contract provisions, the contract form, and the exhibits identified below. Other exhibits, not identified herein, may also appear in the resulting contract.

The exhibits identified in this section contain contract terms that require strict adherence to various laws and contracting policies. A proposer's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFP may cause DHS to deem a proposer non-responsible and ineligible for an award. DHS reserves the right to use the latest version of any form or exhibit listed below in the resulting agreement if a newer version is available.

The exhibits identified below illustrate many of the terms and conditions that may appear in the final agreement between DHS and the winning proposer. Other terms and conditions, not specified in the exhibits identified below, may also appear in the resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., contract total exceeds a certain amount, federal funding is used, etc.).

In general, DHS will not accept alterations to the General Terms and Conditions (GTC), DHS' Special Terms and Conditions, the Scope of Work, other exhibit terms/conditions, or alternate language that is proposed or submitted by a prospective contractor. DHS may consider a proposal containing such provisions "a counter proposal" and DHS may reject such a proposal as non-responsive.

1. Sample Contract Forms/Exhibits

Exhibit Label	Exhibit Name
a. Exhibit A1	Standard Agreement (1 page)
b. Exhibit A	Scope of Work (19 pages)
c. Exhibit B	Budget Detail and Payment Provisions (4 pages)

- | | | |
|----|--------------|---|
| d. | Exhibit C | General Terms and Conditions (GTC 304). View or download this exhibit at this Internet site http://www.ols.dgs.ca.gov/Standard+Language/default.htm |
| e. | Exhibit D(F) | Special Terms and Conditions (26 pages) |
| f. | Exhibit E | Additional Provisions (4 pages) |
| g. | Exhibit F | Contractor's Release (1 page) |
| h. | Exhibit G | Travel Reimbursement Information (2 pages) |
| i. | Exhibit H | HIPAA Business Associate Addendum (6 pages) |

2. Unanticipated Tasks

In the event unanticipated or additional work must be performed that is not identified in this RFP, but in DHS' opinion is necessary to successfully accomplish the scope of work, DHS will initiate a contract amendment to add that work. All terms and conditions appearing in the final contract including the salary/wage rates, unit rates and/or other expenses appearing on the Proposer's Budget Detail Work Sheets will apply to any additional work.

3. Resolution of Language Conflicts (RFP vs. Final Agreement)

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this RFP, any inconsistency or conflict will be resolved by giving precedence to the final agreement.

Proposal Cover Page

Name of Firm *(Legal name as it will appear on the contract)*

Mailing Address *(Street address, P.O. Box, City, State, Zip Code)*

Person authorized to act as the contact for this firm in matters regarding this proposal:

Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

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Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:

Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

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(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this bid on behalf of the Board:

Printed Name *(First, Last)*:

Title:

Signature of Bidder or Authorized Representative

Date:

Required Attachment / Certification Checklist

The first section lists the Qualification Requirements. The second and third sections list Proposal Content requirements.

Qualification Requirements. I certify that my firm meets the following requirements:		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization is a California local government, other public entity, or a private non-profit agency or organization.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization is either physically located in or adjacent to, and capable of serving, one or more of the NHSP Geographic Service Areas.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization possesses at least three consecutive years of experience of the various service types listed in Item 3 of the RFP section entitled, "Qualification Requirements." That experience has occurred within the past five years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization has read and is willing to comply with all proposed terms, conditions and contract exhibits addressed in the RFP section entitled, "Contract Terms and Conditions".	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) My organization is eligible to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization has a past record of sound business integrity and a history of being responsive to past contractual obligations. My organization authorizes the State to confirm this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization is financially stable and solvent and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization has certified via Attachment 8 that its proposal response is not in violation of Public Contract Code Section 10365.5 and has, if applicable, identified previous consultant services contracts that were related in any manner to the services, goods, or supplies being acquired in this procurement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization has complied with the DVBE actual participation and/or good faith effort requirements as instructed in the DVBE Instructions / Forms (Attachment 9). [Check N/A if your total bid is under \$10,000.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My organization will contain its indirect costs at a percentage rate not to exceed 22% of total personnel costs, including benefits.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Technical Proposal format and content.		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm complied with the Technical Proposal format requirements and my firm submitted one original Technical Proposal and five (5) copies. My proposal is assembled in the following order:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Proposal Cover Page (Attachment 1)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Table of Contents	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Executive Summary section (3 pages or less)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Agency Capability section	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Work Plan section	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Management Plan section	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Project Personnel section	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Facilities and Resources section	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Continued on next page)

Required Attachment / Certification Checklist

Cost section with the following documentation:		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 12, Cost Proposal form. Form is signed. Corrections, if any, have been initialed. All cost figures have been double-checked for accuracy.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 13, Budget Detail Work Sheet (Year 1).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 14, Subcontractor Budgets (Year 1). [Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 15, Budget Detail Work Sheet (Year 2).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 16, Subcontractor Budgets (Year 2). [Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 17, Budget Detail Work Sheet (Year 3).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 18, Subcontractor Budgets (Year 3). [Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Required cost justification and documentation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix section with the following documentation:		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) An IRS determination letter proving my organization's eligibility to claim nonprofit and/or tax exempt status. [Check "N/A" if you are not claiming nonprofit status.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	An organization chart.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Resumes of the Proposer's professional staff (i.e., managers, supervisors, technical experts) who will play a major administrative, policy or consulting role in carrying out the project work.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Resumes for each pre-identified subcontractor or independent consultant, if any, which will serve a major role in performing the services. [Check "N/A" if you will not use subcontractors or consultants or if you have not pre-identified any such entities.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Letters of agreement, signed by each pre-identified subcontractor and independent consultant or applicable explanation. [Check "N/A" if you will not use subcontractors or consultants or if you have not pre-identified any such entities.]	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Continued on next page)

Required Attachment / Certification Checklist

Form section with the following attachments / forms:		Confirmed by DHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 2, Required Attachment / Certification Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 3, Business Information Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 4, Client References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 5, RFP Clause Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 6, CCC 304 - Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 7, Payee Data Record. [Check "N/A" if you have had a prior contract with DHS.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 8, Follow-on Consultant Contract Disclosure. Disclosure attachment is present when applicable.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Actual DVBE Participation (Attachment 9a) and DVBE certifications for each subcontractor or supplier listed. Complete this form according to the instructions in Attachment 9 if you attained partial or a full 3% DVBE participation. [Indicate "N/A" if you achieved zero participation and chose to complete the good faith effort form or indicate "N/A" if the proposed cost for the entire contract term is <u>under \$10,000.</u>]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Good Faith Effort (Attachment 9b) and applicable GFE documentation. Complete this form if you did not attain a full 3% DVBE participation. [Check "N/A" if you achieved a full 3% DVBE participation and submitted Attachment 9a or check "N/A" if the proposed cost for the entire contract term is <u>under \$10,000.</u>]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 10, Target Area Contract Preference Act Request. [Check "N/A" if you are not applying for TACPA preference.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 11, Enterprise Zone Act (EZA) Preference Request. [Check "N/A" if you not applying for EZA preference.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Firm:		
Printed Name/Title:		
Signature		Date:

Business Information Sheet

A signature affixed hereon and dated certifies compliance with all procurement requirements. Our signature authorizes the State to verify the claims made on this certification.

Name of Firm:		CA Corp. No. (If applicable)	Federal ID Number
Name of Principal (If not an individual):	Title:	Telephone Number	Fax Number
Street Address / P.O. Box		City	State Zip Code

Type of Business Organization / Ownership (Check all that apply)

Ownership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Joint venture <input type="checkbox"/> Association	Corporation <input type="checkbox"/> Nonprofit <input type="checkbox"/> For Profit <input type="checkbox"/> Private <input type="checkbox"/> Public	Governmental <input type="checkbox"/> City/County, California State Agency, Federal Agency, State (other than California) <input type="checkbox"/> Other: _____	Other Type of Entity <input type="checkbox"/> Public or Municipal Corporation, School or Water District, California State College, University of California, Joint Powers Agency <input type="checkbox"/> Auxiliary College Foundation <input type="checkbox"/> Other: _____
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California Certified Small Business Status ☐ N/A ☐ Microbusiness ☐ Small business

☐ Certified By DGS Certification No: _____ Expiration Date: _____

If certified, attach a copy of certification letter. If an application is pending, date submitted to DGS: _____

Small Business Type (If applicable) ☐ N/A ☐ Services ☐ Non-Manufacturer ☐ Manufacturer

☐ Contractor (Construction Type): _____ ☐ Contractor's License Type: _____

Veteran Status of Business Owner ☐ N/A

☐ Disabled Veteran Certified by DGS Certification No. _____ Expiration Date: _____

If certified, attach a copy of certification letter. If an application is pending, date submitted to DGS: _____

Disadvantaged Business Enterprise Status: ☐ N/A ☐ Approved by the Cal Trans, Office of Civil Rights.

Certification number issued by Cal Trans: _____ Expiration Date: _____

Race/Ethnicity of Business Owner ☐ N/A

Owner's Ethnicity (check one) <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Pacific-Asian <input type="checkbox"/> Other _____	Owner's Race (check one) <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other _____	If Asian or Native Hawaiian or Pacific Islander (check one): <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Cambodian <input type="checkbox"/> Korean <input type="checkbox"/> Chinese <input type="checkbox"/> Laotian <input type="checkbox"/> Filipino <input type="checkbox"/> Samoan <input type="checkbox"/> Guamanian <input type="checkbox"/> Vietnamese <input type="checkbox"/> Hawaiian <input type="checkbox"/> Other _____
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Sex of Business Owner ☐ N/A (Not independently owned) ☐ Male ☐ FemaleIndicate applicable licenses and/or certifications possessed: ☐ N/A

Contractor's State Licensing Board	PUC License Number CAL-T-	Required Licenses/Certifications (If applicable)
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Signature	Date Signed
Printed/Typed Name	Title

Public Records Information

The above information is required for statistical and/or bidding purposes. Completion of this form is mandatory. This information will be made public upon award of the contract and will be supplied to DHS' Contract Management Unit, Department of General Services and possibly other public agencies. To access your contract related records, contact the Contract Management Unit, 1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413, telephone number (916) 650-0100.

Client References

List 3 clients served in the past 5-years for which you provided similar services. List the most recent first.

REFERENCE 1

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 2

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 3

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

If three references cannot be provided, explain why:

RFP Clause Certification

I, the official named below, Certify Under Penalty of Perjury that I am duly authorized to legally bind the prospective Contractor to the certification clauses located in the RFP section entitled, "Bidding Certification Clauses". This certification is made under the laws of the State of California.

Name of Firm (Printed)	Federal ID Number
By (<i>Authorized Signature</i>)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

CCC 304 - CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **UNION ORGANIZING** Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

CCC 304 - CERTIFICATION

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be taken into account when determining the award of future contracts with the State for legal services.
6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with State of California.
7. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.
8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contract certifies that it is in compliance with Public Contract Code Section 10295.1 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1, 2004 and prior to January 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.1.

NOTE: This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the state appears in the full text of the applicable CCC. Visit this web site to view the entire document:
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.								
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____ <hr/> <table style="width: 100%;"> <tr> <td style="width: 50%;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____</td> <td style="width: 50%;">E-MAIL ADDRESS _____</td> </tr> <tr> <td>MAILING ADDRESS _____</td> <td>BUSINESS ADDRESS _____</td> </tr> <tr> <td>CITY, STATE, ZIP CODE _____</td> <td>CITY, STATE, ZIP CODE _____</td> </tr> </table>			SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____	E-MAIL ADDRESS _____	MAILING ADDRESS _____	BUSINESS ADDRESS _____	CITY, STATE, ZIP CODE _____	CITY, STATE, ZIP CODE _____
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____	E-MAIL ADDRESS _____								
MAILING ADDRESS _____	BUSINESS ADDRESS _____								
CITY, STATE, ZIP CODE _____	CITY, STATE, ZIP CODE _____								
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): — 		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
	<table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </td> <td style="width: 70%; vertical-align: top;"> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS </td> </tr> </table>		<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST	CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS					
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST	CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS								
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: — — (SSN required by authority of California Revenue and Tax Code Section 18646)								
4 PAYEE RESIDENCY TYPE	<input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 40px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div>								
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.								
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____		TITLE _____						
	SIGNATURE _____		DATE _____ TELEPHONE () _____						
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/ZIP: _____ Telephone: () _____ FAX: () _____ E-Mail Address: _____								

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (Page 2)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

Follow-on Consultant Contract Disclosure

Background Information:

1. PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.
2. PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.
3. Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.
4. PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

Disclosure [Mark one (1) box]:

- ☐ I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this RFP that are related in any manner to the services, goods, or supplies being acquired pursuant to this RFP. **[Sign below.] This option is likely to apply to bidding firms that do not currently and never have provided consultant services to the state.**
- ☐ Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this RFP that may be related in some manner to the services, goods, or supplies being acquired pursuant to this RFP. **[Sign below and attach to this document a detailed disclosure.]**

Name of Firm

Signature

Date Signed

Printed/Typed Name

Title

DVBE Instructions / Forms

Disabled Veteran Business Enterprise Participation (DVBE) Information

DVBE Definition
(for this document only)

- A California firm whose ownership, daily management, and operational controls meets all statutory DVBE certification requirements, as documented by the possession of a certification letter issued by the Department of General Services, Office of Small Business and DVBE Certification [OSDC](hereafter referred to as DGS).

California Requirements

- The State of California requires a three percent (3%) participation level in state contracts to further disabled veteran business enterprise (DVBE) participation in California.
- Only DVBEs, possessing a current DVBE certification issued by DGS, may be claimed for participation. Over 600 DVBE firms are presently certified.

DHS Rights / Requirements

- Unless DVBE participation is exempted by DHS, a 3% DVBE participation level is required for all service contracts with a total value of \$10,000 or more.
- DHS reserves the right to exempt any contract from DVBE participation when it is determined to be in the Department's best interest to do so.
- DHS reserves the right to waive DVBE participation requirements at any time prior to the bid/proposal submission deadline. Said waivers may be announced by way of a faxed or written correction notice, administrative bulletin, or bid document addendum.

For answers or help, dial:

(916) 650-0117

- DHS reserves the right to waive "Good Faith Effort" advertising when DHS believes that bidding time lines do not permit sufficient advertising.
- DHS reserves the right to contact bidders/proposers during the bidding/evaluation process to collect clarifying information or to request corrections, as necessary, to DVBE documentation.
- **The accompanying instructions must be strictly followed.** Failure to do so may be grounds for bid/proposal disqualification.
Dial (916) 650-0117, if you have a question or need help.

DVBE Instructions

Participation Requirements of this Solicitation

- Each prime contractor must either achieve 3% DVBE participation **or** demonstrate that an adequate “Good Faith Effort” (GFE) was made to achieve DVBE participation.
 - Firms submitting bid responses with either less than 3% DVBE participation **and/or** a less than adequate GFE, will be deemed nonresponsive and ineligible to receive a contract award.
-

How to Calculate 3% Participation

- Unless instructed otherwise in the bid document, first determine the total dollar value/amount that will be bid, then multiply this figure by 3% to determine how much of the contract budget should be spent on DVBE supplied services, labor, supplies, materials, or equipment.
-

How to Meet Participation Requirements

1. ***If the prime contractor IS a DVBE***, commit to use your own workforce alone or in combination with other DVBEs to perform commercially useful services/functions equal to no less than 3% of the contract bid amount. If this fits your firm’s situation, do the following:

Go to page 7. On the form entitled “**Actual DVBE Participation**”, list your firm’s name, the name of other participating DVBEs, complete all items, and attach a copy of the DVBE certification issued by DGS to your firm and all other participating DVBE firms.

OR

2. ***If the prime contractor IS NOT a DVBE***, it must commit to use or subcontract out an amount equal to 3% of the total contract bid amount to qualified DVBE service providers and/or suppliers. If this fits your firm’s situation, do the following:

Go to page 7. On the form entitled “**Actual DVBE Participation**”, list the proposed DVBEs, complete all items, and attach a copy of each DVBE’s current DVBE certification issued by DGS.

OR

3. ***If the prime contractor IS NOT a DVBE, and the bid document is solely soliciting electronic data processing (EDP), information technology (IT), and/or telecommunications services, goods, supplies, equipment, and/or EDP and/or telecommunications services***, do the following:

Submit a copy of your firm’s “Notice of Approved DVBE Business Utilization Plan” issued by DGS’ Procurement Division (PD).

*Start right away,
do not delay.*

(Continued on the next page)

DVBE Instructions

How to Meet Participation Requirements (continued)

Business Utilization Plans, when allowed, must be submitted to DGS' (PD) prior to the bid/proposal submission deadline and must be subsequently approved. ***Business Utilization Plans may not be submitted in lieu of actual DVBE participation or in lieu of performing the DVBE good faith effort process for construction or non-EDP or non-IT service contracts.***

*Start right away,
do not delay.*

Instructions and additional information about Business Utilization Plans may be obtained from:

Department of General Services – Procurement Division
Office of Small Business and DVBE Outreach and Education
707 Third Street, 2nd Floor
P.O. Box 989052
West Sacramento, CA 95798-9052

or by calling:

DGS' Receptionist at (800) 559-5529 or (916) 375-4400

OR

- 4. Conduct all five (5) steps of the “Good Faith Effort (GFE)”** process to show what efforts were made to achieve DVBE participation. If your firm is not a certified DVBE or your firm cannot achieve a full 3% DVBE participation level of the total contract bid amount, do the following:

Go to page 4. Follow the instructions for each of the 5 good faith effort steps. Document your firm's GFE efforts on the form entitled “Good Faith Effort” appearing on pages 8 and 9.

(Continued on the next page)

DVBE Instructions

GFE Steps / Instructions

Document your GFE efforts on the form in this package entitled "Good Faith Effort".

Do not delay until the final days before your bid is due to start this process.

These five steps may require 4 weeks or more to complete.

NOTE:
This is a new requirement for DHS contracts →

1. Dial (916) 650-0117, the DHS Contract Management Unit voice mail telephone line, to obtain:
 - a. A referral to another state agency that provides a list of DVBE firms, publication resources, or other information.
 - b. Assistance in completing the DVBE forms in this package.
 - c. Answers to questions about DVBE participation and/or GFE documentation requirements.
2. Contact other state AND federal agencies AND local DVBE organizations for assistance in identifying potential DVBE service providers or suppliers.
 - a. Contact one or more California state agencies. The Office of Small Business and DVBE Certification (OSDC) program of DGS qualifies as one of these contacts. Dial DGS' live operator at (800) 559-5529 or (916) 375-4940; **OR** Dial DGS' 24-hour telephone recording line at (916) 322-5060 to obtain the current DVBE Resource Packet or visit DGS' Internet site at <http://www.dgs.ca.gov/osbcr> to download the complete list of certified DVBEs.
 - b. Contact one or more local California DVBE organizations listed in the DVBE Resource Packet.
 - c. Contact the Department of Defense Central Contractor Registration (CCR) for a listing of potential DVBEs via the following Internet site: <http://www.ccr.gov/>. SBA will not accept telephone contacts. Before using a DVBE referred by the Federal SBA to meet goal participation, verify that the named DVBE is registered with DGS as a certified California DVBE.
 - d. **Enter on the form entitled "Good Faith Effort":** Date/time of contact; name of organization contacted; contact method; and telephone number, e-mail, or Internet address. As proof of contacts at Internet websites, attach a copy of each Internet website page that you visit (e.g., DGS' OSDC and federal SBA).
3. Unless GFE advertising is waived by DHS due to time constraints, advertisements for DVBE service providers, subcontractors or suppliers must be placed in at least:
 - a. One "trade" publication related to a trade or industry, **and**
 - b. One "focus" publication whose ads are specifically distributed and focused to reach DVBE firms. **OR**
 - c. One publication that qualifies as both "trade" and "focus". See the DVBE Resource Packet for a listing of applicable publications.

(Continued on the next page)

DVBE Instructions

GFE Steps / Instructions (continued)

**Document your
GFE efforts on
the form in this
package entitled
“Good Faith
Effort”.**

*Do not delay until
the final days
before your bid is
due to start this
process.*

*These five steps
may require 4 or
more weeks to
complete.*

3c. GFE advertising instructions (continued)

- 1) Ad placement may be specifically directed to publications that distribute their ads to businesses in the geographical areas where the work will be performed.

- 2) **Ads should appear in publications 10–14 calendar days** prior to the date your bid or proposal response is due to be submitted to DHS. Ads for DHS procurements do not need to be publicized for any specific length of time.

Give potential subcontractors/suppliers ample time (i.e., no less than 3-5 working days) to respond to your ad(s), while allowing your firm sufficient time to seriously consider each firm that responds.

- 3) **Ads should contain** information similar to the following:

[Enter your company name]
Is seeking qualified DVBE vendors to provide
[Enter description/list of services/supplies, etc.]
in [Enter geographical service area/location, if applicable]
for DHS IFB/RFP [Enter DHS IFB/RFP number or Project Name]
Contact: [Enter your name, address, telephone number, fax number, and/or e-mail ID]
Submit qualifications by: [date/time] or
Submit bids by: [date/time]

- 4) Ads placed in general circulation newspapers including the *LA Times* or the *Sacramento Bee* are not acceptable.

- 5) If GFE advertising has not been waived by DHS, attach to the form entitled “**Good Faith Effort**” appearing on pages 8–9, either a copy of the ad(s) or a written description citing the exact wording of the ad(s). Indicate, in Step 3 on the Good Faith Effort form, the publication date, whether the publication is a trade publication, focus publication, or both, and whether an ad copy or written ad content is attached.

4. Transmit direct solicitations or invitations to bid to potential DVBEs, identified in Steps 2 and/or 3, by way of mail, telephone, personal e-mail, fax, or other method.

- a. Submit **a single sample** of one direct solicitation.

- b. If contact was by telephone, document the conversation, date of contact, person contacted, and business opportunities discussed.

(Continued on the next page)

DVBE Instructions

GFE Steps / Instructions (continued)

**Document your
GFE efforts on
the form in this
package entitled
“Good Faith
Effort”.**

*Do not delay until
the final days
before your bid is
due to start this
process.*

*These five steps
may require 4 or
more weeks to
complete.*

**Participation
and GFE forms
appear in the
pages that
follow.**

Use of Proposed DVBEs

- c. Submit a list of the DVBE firms to whom your firm transmitted direct solicitations (i.e., bidders list). Include each firm's name, address and telephone number.

5. Show that the interested DVBE firms that responded to your ad(s) and/or direct solicitations were considered. Bidding firms are strongly encouraged to achieve full or partial DVBE participation, when performing the GFE process.

- a. List the DVBE firms that responded to your ad(s) or direct solicitations, if any. If no responses are received, indicate “none”, as instructed in Step 5 on page 9.

For each DVBE listed in Step 5 on page 9, indicate if your firm:

- 1) **WILL USE** the DVBE for a specific percentage amount of your bid. For each firm you will use, do the following:

List the name of these DVBEs on the form entitled “**Actual DVBE Participation**”. Indicate whom the DVBE will contract with, the nature of their services or supplies, the claimed percentage of use, and their contracting tier. Attach, to this form, a copy of the current DVBE certification issued to the DVBE by DGS.

OR

- 2) **WILL NOT USE** the DVBE after giving consideration to such things as the DVBE's qualifications, availability, capacity to perform/deliver, location, reference checks, and/or the services offered or goods supplied, etc.

For each of these firms, indicate, in Step 5 on page 9, the business reason(s) for not choosing to use the DVBE.

If awarded the contract, the selected contractor must faithfully use each DVBE proposed for use and identified on the form entitled “**Actual DVBE Participation**”. Exceptions are only allowed if the contractor submits a Request for Substitution to the DHS Program Contract Manager and that request is subsequently granted by DHS.

Substitution instructions appear in the “Special Terms and Conditions” exhibit clause entitled “Use of Disabled Veteran Business Enterprises”. A copy of this exhibit is attached to the bid document and/or will be attached to the contract.

(Continued on the next page)

ACTUAL DVBE PARTICIPATION

NAME OF DVBE FIRM PROPOSED FOR USE (Prime is to enter its own name, if the Prime is a certified DVBE)	FIRM THAT DVBE WILL CONTRACT WITH (Prime is to enter "Self", if the Prime is a certified DVBE)	NATURE OF WORK OR GOODS TO BE PROVIDED BY DVBE	DVBE % Claimed	TIER (See legend below)

DVBE % Claimed: [Revised Feb. 2003]

Enter the percentage level of actual DVBE participation met, regardless of whether or not a full three percent (3%) of the total contract bid amount was achieved. **Participation may be expressed as a partial/fractional decimal percentage.** Do not enter any dollar figures in the "DVBE % Claimed" column. The budget sheets, if required, that are submitted in your proposal when responding to an RFP should reflect the DVBE service providers identified above, unless you are uncertain of the budget period in which the DVBE will be used.

TIER = **0** = Prime Contractor **1** = Subcontractor/Supplier to the Prime **2** = Subcontractor/Supplier to Level 1
3 = Subcontractor/Supplier to Level 2, etc.

Attach to this form, a copy of the current DVBE certification issued by DGS for each DVBE listed in the first column. If a new or renewed certification request was recently approved by DGS, but the confirming certification has not yet been received, place a footnote next to the DVBE's name and indicate on this form "Cert Pending" or "Cert To Follow".

Unless specifically indicated in the bid document, DHS will not accept state or federal business utilization plans in lieu of meeting DVBE participation and/or GFE requirements.

If necessary or desired, this form may be photocopied or reproduced in a like form for use in your bid response. If you choose to render a like copy by computer or other means, the instructions appearing on pages 1–6 may be omitted.

Please do not return or include in the bid response, a copy of the DVBE instructions preceding this form.

Bidding/Proposing Firm's Name	Signature
Printed Name/Title	Date

GOOD FAITH EFFORT

Steps 1 and 2

Show the date and method of contact with DHS **and** show the contacts made with one or more other California state agencies **and** the Federal SBA **and** one or more California local DVBE organizations (see DGS' Resource Packet).

DATE OF CONTACT	TIME OF CONTACT	NAME OF AGENCY OR ORGANIZATION CONTACTED	CONTACT METHOD (Enter voice mail, internet access, or name of person contacted)	PHONE NUMBER, E-MAIL, OR WWW ADDRESS
		Dept. of Health Services		(916) 650-0205
		Dept. of General Services' Small Business and DVBE Certification	Voice mail	(916) 375-4940 (800) 559-5529
		Dept. of General Services' Small Business and DVBE Certification	Internet access **	dgs.ca.gov/osbcr
		Dept. of Defense Central Contractor Registration (CCR)	Internet access only **	http://www.ccr.gov
			** Attach one copy of each Internet website page that you visit as proof of this portion of your good faith effort.	

Step 3

Show proof of advertising in one trade and one DVBE focus publication, **OR** one publication qualifying as both a trade and a DVBE focus publication. Be certain to attach the appropriate ad copies or other cited documentation.

NAME OF PUBLICATION SOURCE	PUBLICATION DATE(S)	TYPE OF PUBLICATION Check the one that applies.			COPY OF AD ATTACHED	AD CONTENT ATTACHED
		Trade	Focus	Both		

Step 4

Show proof that direct invitations to bid were transmitted to potential DVBEs by way of mail, telephone, personal e-mail, fax, or other method.

A. Attach, to this form, a **single sample** of an invitation to bid or solicitation that was transmitted directly to potential DVBEs. You may attach:

- One copy of the letter used to solicit bids from potential DVBEs, **or**
- One copy of the narrative content of an e-mailed invitation to bid sent to potential DVBEs, **or**
- A description of the verbal dialog with potential DVBEs, including date of contact, person contacted, and business opportunities discussed.

B. Attach to this form a copy of the DVBE bidder list. This is the list of DVBE firms to whom direct solicitations or invitations to bid were transmitted.

- Include each DVBE firm's name, address, and telephone number.

(Continued on the next page)

GOOD FAITH EFFORT (continued)

Step 5

Show that your firm has considered the interested DVBE firms that responded to your firm's ad(s) and/or direct solicitations. If no responses were received, indicate "none" on the first line of Column 1.

[illegible]

Completion Instructions [Revised Feb. 2003]

For each entry in Column 2A, transfer the firm's name and claimed percentage value to the form entitled "**Actual DVBE Participation**". Complete Column 2A, only for those DVBEs that your firm fully intends to use. An entry in Column 2A will impose an obligation on your firm to use the DVBE firm shown for the percentage value claimed. **Participation may be expressed as a partial/fractional decimal percentage.**

Place an "X" in Column 2B for each interested DVBE that your firm does not intend to use.

Complete Column 3 for each "X" placed in Column 2B. In Column 3, indicate the business reason(s) for not selecting the DVBE firm.

If necessary or desired, this form may be photocopied or reproduced in a like form for use in your bid response. If you choose to render a like copy by computer or other means, the instructions appearing on pages 1–6 may be omitted.

Sole authority rests with DHS to determine whether or not a bidder/proposer has successfully documented actual DVBE participation and/or whether a bidder/proposer has made an adequate GFE to achieve participation. Bidders/proposers may, at their sole option, choose to submit both forms in this package (documenting both full participation and a GFE) as insurance against a finding that the actual participation claimed is unacceptable.

Should a bidder/proposer choose to do so, it may fax its proposed DVBE participation and/or Good Faith Effort forms to DHS at (916) 650-0110 for a preliminary acceptance review, prior to submitting these forms in a bid/proposal response. Do not transmit any other bid response materials to this telephone number. Preliminary DVBE acceptance reviews will be completed within 3 working days of receipt.

Bidding/Proposing Firm's Name		Signature	
Printed Name/Title			Date

ATTACHMENT 10

STD 830 (REV. 4/2002) (FRONT)

TARGET AREA CONTRACT PREFERENCE ACT PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT
	Dept. of Health Services (DHS)

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either 50% of the labor hours required to complete a contract for GOODS, or 90% of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and a 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group Numbers or acquire Maps, contact the city or county Planning Development Commission for the intended worksite.

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

Preference may be denied if you do not provide the following required information:

- (1) Identify each and every firm to perform 5% or more of the total contract labor hours required to complete this contract.
- (2) List complete addresses for each firm named below.
- (3) Report projected number of labor hours required to perform the contract for each firm named below.
- (4) Enter the CENSUS TRACT number.
- (5) Enter the BLOCK GROUP number.
- (6) Identify the California designated TACPA worksite(s) by entering the proper **Criteria** letter A, B, C, D, E, F (See reverse for instructions) in the Criteria column. **Note:** for each worksite qualified by Criteria C, D or F, the bidder shall attach a US Census Map showing the cited Tract/Block Group numbers and the company worksites to this request.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACK NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A - F)
TOTAL PROJECTED LABOR HOURS:					

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their company worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER ()	DATE
		FAX NUMBER ()	

ATTACHMENT

STD 830 (REV. 4/2002) (REVERSE)

TARGET AREA CONTRACT PREFERENCE ACT PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Target Area Contract Preference Act References and Instructions

The Target Area Contract Preference Act (TACPA), GC §4530 et seq. and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% Worksite and 1% to 4% Workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preference, the maximum limit of the combined preferences is 15% of the lowest responsible bid; and, in no case more than \$100,000 per solicitation.

Section I Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one TACPA Worksite by entering the criteria letter A, B, C, D, E or F in the Criteria column and enter the "Census Tract" and "Block Group" Numbers to be Eligible for the preference. You must name each and every firm or site where 5% or more of the total contract labor hours will be worked. The terms Firm Name or Contract Function may include: Bidder, Shipping, Manufacturer/Processor, Transportation, Warehousing, and/or Administration. Preference request may be denied if an eligible California TACPA Worksite is not identified, or all firms doing at least 5% of the contract labor hours are not identified. Enter one Criteria letter to identify each TACPA Worksite on the reverse page. Criteria C, D & F require a census track map to be submitted with the bid, clearly showing the census track/block group numbers.

- A. The firm is located in a California eligible distressed area(s).
- B. The firm will establish a worksite(s) in a California eligible distressed area(s).
- C. The firm is in a census tract block with a contiguous boundary adjacent to a California eligible distressed area. Attach a map to this request, with bid submission.
- D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block that, when attached to the California eligible distressed areas(s), forms a contiguous boundary. Attach a map to this request, with your bid submission.
- E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitation for goods only.**
- F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that, when attached to the California eligible distressed area(s), form a contiguous boundary. Attach a map to this request with bid submission. **This option applies to solicitations for goods only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable, shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Bidders must also define the specific hours, by activity, for their firm's contract labor hours on the separate *Bidder's Summary* form.

Bidders must provide a manufacturer's letter that specifies the number of labor hours necessary to make the products. (Form included in this bid solicitation.) **Applies to solicitations for goods only.**

Section II Workforce Preferences

Eligibility to request Workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA Worksite preference. The Workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. **Workforce preferences will not be approved for another firm's employees.** By claiming a 4% workforce preference the bidder must have its eligible employees perform 20% of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours Total," STD 830. To claim the Workforce preferences, check the appropriate box for percent of requested bid preferences in Section II.

Section III Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences offered pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than three months and not more than 24 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you win an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder. To identify TACPA distressed worksite census tract and block group numbers, or acquire Maps, contact the local city or county Planning/Economic Development offices of the proposed worksite, or <http://factfinder.census.gov>. Verify the Census Tract & Block numbers for TACPA sites by calling the Department of General Services, Procurement Division TACPA line at (916) 375-4609. Additional TACPA information can be found on the following website: <http://www.pd.dgs.ca.gov/default.asp?mp=/osbcr/main/main.asp>.

**Enterprise Zone Act Preference (EZA) Request
For Goods and Services Solicitations**

SOLICITATION NUMBER	AGENCY/DEPT Health Services
---------------------	---------------------------------------

Enterprise Zone Act (EZA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either 50% of the labor hours required to complete a contract for GOODS, or 90% of the labor hours required to complete a contract for SERVICES in an eligible enterprise zone worksite(s) you identify in Section I. The EZA provides bid selection preferences of 5% for eligible worksites (Section I), and a 1% to 4% for hiring eligible workforce employees (Section II). EZA addresses can be verified or confirmed with city-county Economic Development Offices or the California Technology, Trade and Commerce Agency website <http://commerce.ca.gov/business/community/entzone.html>

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

Preference may be denied if you do not provide the following required information:

- (1) Identify each and every firm to perform 5% or more of the total contract labor hours required to complete this contract.
- (2) List complete addresses for each firm named below.
- (3) Report number of projected labor hours required to perform the contract for each named firm at the worksite.
- (4) Enter the Enterprise Zone Name.
- (5) Identify the California designated EZA worksite(s) by entering the proper **Criteria** letter A, B, or C in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin, etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) Projected Labor Hours	Complete for all sites located within the EZA Preference Area(s)	
			(4) Enterprise Zone Name	(5) Criteria (A, B, C)
Total projected labor hours:				

Section II. 1% to 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive EZA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the EZA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated EZA worksite(s) claimed in Section I; (3) shall hire persons who are EZA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request to receive EZA preferences. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the EZA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

Enterprise Zone Act References and Instructions

The Enterprise Zone Act (EZA), GC §7070 et seq., and 2 CCR §1896.100 et seq., promotes employment and economic development at designated Enterprise Zones by offering 5% Worksite and 1% to 4% Workforce bidding preferences in specified State contracts. The EZA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury, to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the contract labor hours required to complete this contract in the eligible EZA area worksite(s) identified in Section I on the reverse side of this page. EZA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

Section I Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible EZA Worksite by entering the EZA Zone Name and the "Criteria" letter A, B, or C in sections 4 and 5 on the reverse side of this form, to be eligible for the 5% preference. In addition the bidder must name each and every firm or site where 5% or more of the total contract labor hours will be worked. The terms Firm Name or Contract Function may include: Bidder, Shipper, Manufacturer/Processor, Transportation, Warehousing, and/or Administration. Preference requests may be denied if an eligible EZA worksite is not identified, or if all firms doing at least 5% of the contract labor hours are not identified. Enter the Criteria to identify each EZA Worksite on the reverse page.

- A. The firm is located in a California designated Enterprise Zone(s).
- B. The firm will establish a worksite(s) in a California eligible distressed EZA area(s).
- C. The bidder will purchase the contract goods from the manufacturer(s) located in a California designated EZA area(s). **This option applies to solicitations for GOODS only.**

Show number of contract labor hours at each listed firm and site. Only include the number of labor hours necessary and required to complete the contract activities. Artificially increasing contract labor hours at a claimed EZA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time in the number of projected contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing/processing, or administration, or at any eligible EZA site. Failure to list all projected contract labor hours to be performed at the reportable site(s) may result in a denial of this preference request.

If providing goods, the bidder must provide a *Manufacturer's Summary form* (included with this solicitation), that specifies the number of projected labor hours necessary to make the product(s).

The bidder must explain, by activity, their firms' projected contract labor hours by completing the *Bidder's Summary form* (included with this solicitation).

Section II Workforce Preference

Eligibility to request Workforce preference is based on the bidder first claiming and receiving approval of the 5% EZA Worksite preference. The Workforce preferences are only awarded if the bidder hires and employs the EZA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a Workforce preference percentage the bidder must have its eligible employees perform the specified percentage of the total contract Workforce labor hours. See Section I, "Total Projected Labor Hours," form STD 831. To claim the Workforce preference, select or check the appropriate box for percent of requested bid preferences in Section II.

Section III Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences offered. The penalties associated with the EZA statute are: GC §7084 (g) (1), a business which requests and is given the preference provided for in subdivision (a) or (b) by reason of having furnished a false certification, and that by reason of this certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subparagraph (A), be assessed a penalty in an amount of not more than 10% of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than 3 months and not more than 24 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you win an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and EZA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To locate California designated EZA sites contact the website <http://commerce.ca.gov/business/community/entzone.html> or the city or county Planning/Economic Development offices for the proposed Worksite location, or the California Technology, Trade and Commerce at (916) 324-8211. Additional information is located the following website <http://www.pd.dgs.ca.gov/default.asp?mp=../osbcr/main/main.asp>.

Cost Proposal form

The undersigned proposer hereby agrees to furnish all labor, transportation, equipment, materials and support services necessary for performance of the Scope of Work for the sums indicated below:

Year 1	\$ _____	(07/01/05 – 06/30/06)
Year 2	\$ _____	(07/01/06 – 06/30/07)
Year 3	\$ _____	(07/01/07 – 06/30/08)
Grand Total	\$ _____	

Is the proposer claiming preference as a certified California small business or microbusiness? ☐ Yes ☐ No

Is the proposer claiming TACPA preference? ☐ Yes ☐ No

Is the proposer claiming EZA preference? ☐ Yes ☐ No

The undersigned proposer hereby affirms that the statements/claims made in the Technical/Cost Proposal are true and accurate to the best of the proposer's knowledge. By signing this Cost Proposal, the proposer hereby claims his/her willingness to certify to and comply with all requirements contained in this RFP and all RFP attachments/forms. The undersigned recognizes that its Technical and Cost Proposal shall become public records upon submission and will be open to public inspection.

The Proposer agrees that the price(s)/rate(s)/cost(s) presented in its cost proposal and Budget Detail Work Sheet(s) shall remain in effect until DHS awards the resulting agreement and throughout the duration of the agreement. Any cost over runs or increases in services, if allowed, shall, unless otherwise negotiated and approved by DHS, be billed at the price(s)/rate(s) stated in the Budget Detail Work Sheet for the appropriate budget period. Contract extensions, if any, shall, unless otherwise negotiated and approved by DHS, be billed at the price(s)/rate(s) stated in the Budget Detail Work Sheet for the last budget period/year if more than one budget period/year is shown.

Name of
Corporation: _____

Street address _____

City/State _____

Zip Code: _____

Telephone number: () _____

Facsimile number: _____

Printed name: _____

Title: _____

Signature: _____

Date: _____

Budget Detail Work Sheet
(Year 1)
(July 1, 2005 – June 30, 2006)

Personnel

<u>Position Title and No of each</u>	<u>Salary Rate/Range</u>	<u>FTE %</u>	<u>Annual Cost</u>	
	\$		\$	
	\$		\$	
	\$		\$	
Total Personnel				\$

Fringe Benefits (___ % of applicable Personnel)

\$

Operating Expenses

<u>Expense Description</u>	<u>Cost</u>	
	\$	
	\$	
	\$	
Total Operating		\$

Equipment

<u>Equipment Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>	
		\$	\$	
		\$	\$	
		\$	\$	
Total Equipment				\$

Travel

\$

Subcontracts

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$	\$	\$	\$	\$	\$

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$	\$	\$	\$	\$	\$

Name of Subcontracted Project (If Subcontractor is unknown):

\$

Total Subcontracts \$

Other Costs

<u>Item Description</u>	<u>Cost</u>	
	\$	
	\$	
Total Other Costs		\$

Indirect Costs (___%** of Personnel including benefits)

\$

**Cannot exceed 22%.

Total Costs \$

Copy this format or use a similar one and use as many sheets as are necessary.

Subcontractor Budgets
(Year 1)
(July 1, 2005 – June 30, 2006)

Name of Subcontractor #1:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #2:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #3:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #4:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #5:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Copy this format or use a similar one and use as many sheets as are necessary.

Budget Detail Work Sheet
 (Year 2)
 (July 1, 2006 – June 30, 2007)

Personnel

<u>Position Title and No of each</u>	<u>Salary Rate/Range</u>	<u>FTE %</u>	<u>Annual Cost</u>	
	\$ _____		\$ _____	
	\$ _____		\$ _____	
	\$ _____		\$ _____	
Total Personnel				\$ _____

Fringe Benefits (___ % of applicable Personnel)

\$ _____

Operating Expenses

<u>Expense Description</u>	<u>Cost</u>	
	\$ _____	
	\$ _____	
	\$ _____	
Total Operating		\$ _____

Equipment

<u>Equipment Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>	
		\$ _____	\$ _____	
		\$ _____	\$ _____	
		\$ _____	\$ _____	
Total Equipment				\$ _____

Travel

\$ _____

Subcontracts

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Name of Subcontracted Project (If Subcontractor is unknown):

\$ _____

Total Subcontracts \$ _____

Other Costs

<u>Item Description</u>	<u>Cost</u>	
	\$ _____	
	\$ _____	
Total Other Costs		\$ _____

Indirect Costs (___%** of Personnel including benefits)

\$ _____

**Cannot exceed 22%.

Total Costs \$ _____

Copy this format or use a similar one and use as many sheets as are necessary.

Subcontractor Budgets
(Year 2)
(July 1, 2006 – June 30, 2007)

Name of Subcontractor #1:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #2:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #3:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #4:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #5:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Copy this format or use a similar one and use as many sheets as are necessary.

Budget Detail Work Sheet
 (Year 3)
 (July 1, 2007 – June 30, 2008)

Personnel

<u>Position Title and No of each</u>	<u>Salary Rate/Range</u>	<u>FTE %</u>	<u>Annual Cost</u>	
	\$ _____		\$ _____	
	\$ _____		\$ _____	
	\$ _____		\$ _____	
Total Personnel				\$ _____

Fringe Benefits (___ % of applicable Personnel)

\$ _____

Operating Expenses

<u>Expense Description</u>	<u>Cost</u>	
	\$ _____	
	\$ _____	
	\$ _____	
Total Operating		\$ _____

Equipment

<u>Equipment Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>	
		\$ _____	\$ _____	
		\$ _____	\$ _____	
		\$ _____	\$ _____	
Total Equipment				\$ _____

Travel

\$ _____

Subcontracts

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Name of Subcontracted Project (If Subcontractor is unknown):

\$ _____

Total Subcontracts \$ _____

Other Costs

<u>Item Description</u>	<u>Cost</u>	
	\$ _____	
	\$ _____	
Total Other Costs		\$ _____

Indirect Costs (___%** of Personnel including benefits)

\$ _____

**Cannot exceed 22%.

Total Costs \$ _____

Copy this format or use a similar one and use as many sheets as are necessary.

Subcontractor Budgets
(Year 3)
(July 1, 2007 – June 30, 2008)

Name of Subcontractor #1:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #2:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #3:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #4:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name of Subcontractor #5:**Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (___%** of Personnel including benefits)

**Cannot exceed 22%.

TOTAL**Totals**

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Copy this format or use a similar one and use as many sheets as are necessary.

Mandatory Letter of Intent

Purpose	This is a non-binding Letter of Intent whose purpose is to assist DHS in determining the staffing needs for the proposal evaluation process and to improve future procurements.
Information requested	DHS is interested in knowing if your firm intends to submit a proposal or your reasons for not submitting a proposal. Completion of this form is mandatory.
Action to take	Indicate your intention to submit a proposal by checking items 1 or 2 below. Follow the instructions below your selection.

1. ☐ **My firm intends to submit a proposal.**

- A. Check box number 1 if the above statement reflects your intention.
- B. Complete the bottom portion of this form and return it to DHS as instructed in the RFP section entitled, "Letter of Intent".

2. ☐ **My firm does not intend to submit a proposal for this project.**

- A. Check box number 2 if the statement in item 2 reflects your intention.
- B. Indicate your reason(s) for not submitting a proposal by checking any of the following statements that may apply.

- ☐ My firm lacks sufficient staff expertise or personnel resources to meet all RFP requirements.
- ☐ My firm lacks sufficient experience (i.e., not enough or wrong type).
- ☐ My firm believes the qualification requirements are too restrictive.
- ☐ Not enough time was allowed for proposal preparation.
- ☐ Too much paperwork is required to prepare a proposal response.
- ☐ Other commitments and projects have a greater priority.
- ☐ My firm did not learn about the contract opportunity soon enough.
- ☐ My firm does not provide the full range of services that DHS is seeking.
- ☐ My firm is primarily interested in becoming a subcontractor, consultant, or supplier.
- ☐ My firm cannot meet the DVBE requirements - we do not wish to subcontract any work out.
- ☐ Too much effort and/or paper work is required to meet California DVBE requirements.
- ☐ Insufficient time was allowed for DVBE compliance.
- ☐ Other reason: _____
- _____
- _____

- C. Complete the bottom portion of this form and return it to DHS as instructed in the RFP section entitled, "Letter of Intent".
- D. By indicating that you do not intend to submit a proposal, DHS may elect not to send your firm RFP clarification notices, RFP addenda, proposer questions and answers, or other procurement notices.

Name of Corporation: _____

Printed Name/Title: _____

Signature: _____

Date: _____

STANDARD AGREEMENT

STD 213 (DHS Rev 7/04)

Exhibit A1

REGISTRATION NUMBER

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDHS, DHS, or the State)

California Department of Health Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

2. The term of this Agreement is: through

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Terri L. Anderson, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413
Sacramento, CA 95899-7413**California Department of
General Services Use Only**☐ Exempt per:

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the Department of Health Services (DHS) the services described herein.

The contractor will serve as a Hearing Coordination Centers (HCC) for the Newborn Hearing Screening Program (NHSP), in one (1) or two (2) of the five (5) Geographic Service Areas within the State of California. The contractor will

- Certify new California Children Services (CCS) approved hospitals and re-certify previously certified CCS approved hospitals at the end of the last certification period.
- Provide technical assistance and consultation to hospitals
- Track infant screening, re-screening, diagnostic and intervention services
- Assess service needs and provide referrals for families of infants with hearing loss
- Perform data collection, processing, and analysis
- Perform quality assurance activities

2. Service Location

The services shall be performed at applicable facilities within the [Geographic Service Area to be determined upon award of RFP].

3. Service Hours

The services shall be provided during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding national holidays. Staff hours of work shall be established to permit telephone calls to families outside these normal working hours as may be required to fulfill the HCC infant tracking and monitoring responsibilities. No variation from these conditions will be permitted unless approved by DHS in advance.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

Department of Health Services	Contractor
Juliana Robertson Telephone: (916) 327-3077 Fax: (916) 322-8798 E-mail: jroberts@dhs.ca.gov	[Enter Name of Contractor's Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX

Exhibit A
Scope of Work

B. Direct all inquiries to:

Department of Health Services Children's Medical Services Attention: Juliana Robertson Mail Station Code 8104 1515 K Street, Room 400 P.O. Box Number 997413 Sacramento, CA 95899-7413 Telephone: (916) 327-3077 Fax: (916) 322-8798 E-mail: jroberts@dhs.ca.gov	Contractor Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXXXXX
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5. Allowable Informal Scope of Work Changes

Informal SOW changes are not allowed in an agreement awarded via a competitive IFB or RFP.

6. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

A. This provision replaces and supersedes provision 5 of Exhibit D(F).

B. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph B(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.

- 1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
- 2) The State may identify the information needed to fulfill this requirement.
- 3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a. A local governmental entity or the federal government,
 - b. A State college or university from any State,
 - c. A Joint Powers Authority,
 - d. An auxiliary organization of a California State University or a California Community college,
 - e. A foundation organized to support the Board of Governors of the California Community Colleges,
 - f. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

Exhibit A
Scope of Work

- g. Entities of any type that will provide subvention aid or direct services to the public.
 - h. Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233, subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>,
 - i. Other academic institutions of higher education, or consortia of academic institutions of higher education (including private universities and educational institutes),
 - j. Entities whose name and budgeted costs have been submitted to DHS in response to a competitive Invitation for Bid or Request for Proposal.
 - 4) Unless otherwise mandated by the funding agency (i.e., federal government), DHS may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- C. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
- 1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph B(3) herein, DHS shall:
 - a. Obtain approval from the Department of General Services to use said subcontracts, or
 - b. If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - c. Obtain approval from the Secretary of the California Health and Human Services Agency to use said subcontracts.
 - 2) When the conditions of C(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph B(3) herein, shall not commence work before DHS has obtained applicable prior approval to use said subcontractor. DHS shall inform the Contractor when DHS has obtained appropriate approval to use said subcontractors.
- D. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- 1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- E. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- F. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.

Exhibit A
Scope of Work

- G. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- H. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- I. When entering into a consulting service agreement with DHS, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
 - 1) Budget detail format and submission requirements will be determined by DHS.
 - 2) Methods of including budget detail in this agreement, if applicable, will be determined by DHS.
 - 3) Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.
- J. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- K. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

“(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS, to permit DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”
- L. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- M. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the applicable numbered provisions of this exhibit.

7. State Approval of Program Staff

The Contractor shall notify the Contract Manager in writing immediately and negotiate any proposed change of the Project Director, or qualifications of program staff that affect the Contractor's ability to complete the SOW. The Contract Manager reserves the right to approve or disapprove any proposed Project Director or other program staff designated by the Contractor. Continued designation of a disapproved staff member may constitute grounds for termination of the Agreement or reduction of the Agreement amount by the amount of the disapproved staff's salary, at the option of the Contract Manager.

Exhibit A
Scope of Work

8. Reporting Requirements

- A. The reports required under Section I., Activity VIX and J., Contractor Performance, shall fulfill the Progress Report requirements of this contract.
- B. If Contractor fails to submit a satisfactory report by the specified date, subsequent invoices may be withheld for payment by the Contract Manager until a satisfactory report is received.

9. A detailed description of the services are on the following pages.

A. Activity I – All California Children’s Services-approved hospitals with licensed perinatal services and/or CCS-approved NICUs shall be certified as Inpatient Infant Hearing Screening Providers.

- 1) Contractor shall assess, with appropriate hospital personnel, including at a minimum the nursery director, nursery staff, audiology staff, and administrative staff, the hospital’s initial training needs. This shall provide the basis for the consultation and technical assistance and training that the Contractor provides to the hospital staff.
- 2) Contractor shall provide consultation and technical assistance and training to hospitals within the contractor’s geographic service area, which shall include, but not be limited to:
 - a) Assistance in introducing the NHSP to hospital physician and administrative staff.
 - b) Assistance in setting up a protocol to ensure that all infants are offered hearing screening prior to discharge from the hospital.
 - c) Assistance in developing the hospital’s NHSP policy and procedure.
 - d) Guidance in implementing the data collection and submission requirements.
 - e) General information regarding current newborn hearing screening equipment.
 - f) Assistance in the use of a screening competency checklist for screening personnel.
 - g) Guidance in training hospital staff on how to effectively explain screening results to parents.
 - h) Guidance in introducing the NHSP to Primary Care Providers (PCP), prospective parents, and new parents.
 - i) Assistance in identifying current and potential Outpatient Infant Hearing Screening Providers, including referring these providers to DHS for program information and application assistance.
 - j) Dissemination of claiming procedures for reimbursement for hearing screening services provided to state funded newborns; referral to appropriate state personnel for assistance as required.

Exhibit A
Scope of Work

- 3) Contractor shall perform a site visit to verify the hospital's compliance with DHS' Inpatient Infant Hearing Screening Provider Standards and all related requirements prior to certification of the hospital as an Inpatient Infant Hearing Screening Provider. The initial term for hospital certification is two (2) years.
- 4) As DHS' designee, the Contractor shall certify all CCS-approved hospitals in the specified geographic service areas with licensed perinatal services and/or CCS-approved NICUs that have not been certified at the beginning of the contract term to perform inpatient infant hearing screening.
 - a) The certification shall be based, using the tool entitled the California Newborn Hearing Screening Program Requirements for Inpatient Infant Hearing Screening Provider Certification (See Appendix 2), on the hospital meeting the Inpatient Infant Hearing Screening Provider Standards (See Appendix 3) and related policies, procedures and protocols developed by DHS.
 - b) Contractor shall review and approve the content of parent/family educational materials if hospitals elect to develop and use their own materials in lieu of DHS developed materials. This process is to assure that the materials convey the same information as that contained in the DHS developed materials.
 - c) Hospital certification site visits performed independently by the Contractor requires DHS prior approval.
- 5) The Contractor, in a format specified by DHS, shall notify DHS within ten (10) working days of a hospital's certification as an Inpatient Hearing Screening Provider.

B. Activity II – All Inpatient Infant Hearing Screening Providers shall be re-certified at the conclusion of the previously approved certification period.

- 1) As DHS' designee, the Contractor shall re-certify all Inpatient Infant Hearing Screening Providers within its geographic service area commencing no more than two (2) years after a hospital's initial certification and/or at the conclusion of the previously approved re-certification period.
- 2) The re-certification shall be based on documentation and a site visit to verify ongoing compliance with the Inpatient Infant Hearing Screening Provider Standards; the hospital's approved policies, protocols and procedures; and an assessment of quality indicators established by DHS. These indicators shall include, but may not be limited to:
 - a) Hospital screening and refer rates;
 - b) Completeness of data collection, including required reports, logs and documentation in the medical record;
 - c) Timeliness of data submission; and,
 - d) Medical and nursing staff education regarding newborn hearing screening.

Exhibit A
Scope of Work

- 3) The period of re-certification shall be based on criteria established or approved by DHS and shall not exceed five (5) years. Unless otherwise directed, final re-certification findings, including the period of re-certification and, if applicable, a corrective action plan, shall only be communicated to the hospital after review and approval by DHS.
- 4) The re-certification procedure shall be completed no later than ninety (90) days after the end of the current certification period.

C. Activity III – All certified hospitals shall comply with the Inpatient Infant Hearing Screening Provider Standards.

- 1) Contractor shall assess, with appropriate hospital personnel, including at a minimum the nursery director, nursery staff, audiology staff, and administrative staff, the hospital's ongoing training needs. This shall provide the basis for the consultation and technical assistance that the Contractor provides to the hospital staff.
- 2) Contractor shall perform the following quality monitoring activities to assure that certified hospitals continue to comply with Inpatient Infant Hearing Screening Provider Standards.
 - a) Contractor shall monitor individual hospital newborn hearing screening data, no less than quarterly, to verify that the hospital program is meeting the parameters identified in the Inpatient Infant Hearing Screening Provider Standards.
 - b) Contractor shall verify that a hospital has a methodology in place to address variations outside the parameters outlined in the Inpatient Infant Hearing Screening Provider Standards.
 - c) Contractor shall hold two (2) meetings per year with all of the directors of the certified Inpatient Infant Hearing Screening providers within each geographic service area in order to review service delivery and quality improvement issues and to provide other current information relevant to the objectives and operation of the screening program. Prior DHS approval is required if the meeting format is other than a face-to-face meeting and if the meeting frequency will vary from two (2) per year.
 - d) Contractor shall document and report non-compliance by NHSP inpatient providers with established standards and guidelines in writing to DHS within ten (10) days of the non-compliance determination. If the reported non-compliance requires intervention by DHS, the Contractor shall assist DHS in the investigation and documentation of information relevant to the matter and in any corrective action that may be required.
- 3) Contractor shall provide timely and appropriate consultation and technical assistance in support of Inpatient Infant Hearing Screening Providers in the designated geographic service area, including in, but not limited to, the following circumstances:
 - a) Hospital performance is outside the parameters outlined in the Inpatient Infant Hearing Screening Provider Standards or does not meet other criteria referenced in the standards.
 - b) The hospital well baby nursery screening rate is below 95 percent.
 - c) The CCS-approved NICU screening rate is consistently below 100 percent.

Exhibit A
Scope of Work

- d) The hospital refer rate exceeds the parameters specified in the Inpatient Infant Hearing Screening Provider Standards.

D. Activity IV – Parents and providers shall receive appropriate information regarding the California NHSP and community resources.

- 1) Contractor shall support the dissemination of the following DHS produced educational materials to hospitals, professional staff, and community providers within its geographic service area.
 - a) Educational materials for use by pregnant women and the families of newborn infants;
 - b) Educational materials for primary care providers.
- 2) Contractor, under the direction of DHS, shall work with DHS to provide informational programs to hospital personnel and professional staff within its geographic service area regarding the NHSP and community resources.
- 3) Contractor shall develop and/or provide informational packets approved or produced by DHS on hearing loss, communication options, and support resources to all families when hearing loss in an infant is confirmed and when that information has not already been provided to them by the diagnostic provider.
- 4) Contractor shall develop and maintain a data base/directory, in a format specified or approved by DHS, of community resources available to children with hearing loss and their families within the Contractor's geographic service areas. Updates to the database shall be forwarded to the DHS quarterly and upon request.
- 5) Contractor shall provide community resource information and referral information to providers and families upon request.
- 6) Contractor shall participate in other community and public relations activities as requested by DHS.
- 7) Contractor shall refer providers interested in becoming outpatient infant hearing screening providers to DHS for program information and application assistance.

E. Activity V– All infants with hearing loss will be identified by three months of age and receive intervention services by six months of age.

- 1) All tracking and monitoring activities performed by the Contractor, including, but not limited to, provider and family contacts and correspondence, shall be conducted in accordance with the most current and complete revision/update of the California Newborn Hearing Screening Program Hearing Coordination Center Tracking and Monitoring Procedures Manual ([Appendix 10](#)). To the extent applicable, the tracking and monitoring procedures specified below are superceded by the corresponding procedures specified in the most current and complete revision/update of the Tracking and Monitoring Procedure Manual.

Exhibit A
Scope of Work

- 2) Contractor shall receive patient specific information and results from certified Inpatient Infant Hearing Screening Providers.
 - a) Contractor shall receive and document reports from certified Inpatient Infant Hearing Screening Providers on all newborns and infants who did not pass the inpatient screen or who were discharged prior to receiving an inpatient screen, utilizing the Newborn Hearing Screening Inpatient Reporting Form and either the Infant Record Face Sheet from the hospital chart or the Infant Record Information Form, if requested data is not on the Inpatient Reporting Form. Contractor may also receive and compile data from hospital birth screening logs to verify accurate reporting of infants who did not pass the screening, waived or missed screening or who were transferred to another facility without screening. Contractor shall communicate with the reporting Inpatient Infant Hearing Screening Provider as may be required to clarify and correct erroneous or incomplete reports.
 - b) Contractor shall contact the hospital if no outpatient screen appointment has been scheduled for an infant from the well-baby nursery or if no diagnostic evaluation appointment has been scheduled for an infant from the NICU.
- 3) Contractor shall receive patient-specific information and results from certified Outpatient Infant Hearing Screening Providers and, as may be required to verify screening follow up on infants being tracked by the Contractor, from non-certified outpatient screening providers. Receipt of patient-specific information and results from certified Outpatient Infant Hearing Screening Providers shall include infants who did not receive a hearing screen from a certified Inpatient Infant Hearing Screening Provider.
 - a) Contractor shall receive and document reports from certified Outpatient Infant Hearing Screening Providers and, as may be required to verify screening follow up on infants being tracked by the Contractor, from non-certified outpatient screening providers, utilizing the Outpatient Screening Reporting Form. Contractor shall communicate with the reporting provider to clarify and correct erroneous or incomplete reports or, when indicated by other sources of infant follow up information, to elicit reports not previously submitted to the Contractor.
 - b) Contractor shall notify the PCP and the family of the refer results of the outpatient screen and any recommended follow-up, in writing, within seven (7) calendar days of the receipt of the results. The written notification shall conform to minimum content instructions provided by DHS and shall be modified as necessary to address the circumstances of the family.
 - c) Contractor shall notify the PCP of the pass results of the outpatient screen for infants under the PCP's care in writing either by individual letter or by monthly batched letters or report.
 - d) If no results are received within fourteen (14) calendar days after a known appointment date, Contractor shall contact the outpatient screening provider and request the provider submit the results of the outpatient screen, utilizing the Outpatient Screening Reporting Form.

Exhibit A
Scope of Work

- e) If the family has not presented for two (2) scheduled outpatient screening appointments or the provider has made three (3) unsuccessful attempts to contact the family, Contractor shall contact the family directly by telephone within seven (7) calendar days of receipt of this information to schedule the outpatient screening appointment. If the family cannot be contacted by telephone within (7) calendar days, Contractor shall send a notification letter to the PCP and the family indicating that screening services are required, the family has not responded to contact efforts, and that a referral shall be made to the Child Health and Disability Prevention (CHDP) program. The letter shall be mailed within two (2) working days of the conclusion of telephone contact attempts.
- f) Concurrent with the mailing of the notification letter to the PCP and family, Contractor shall make a referral, in writing, to the local CHDP program.
- g) Contractor shall contact the CHDP program regarding the results of the CHDP follow-up efforts if no response is received within thirty (30) calendar days of the referral (See Appendix 6, CHDP Program Letter Number 99-11).
- h) On a monthly basis, Contractor shall identify infants who are two (2) months of age or older for whom outpatient screening results have not been received and shall:
 - i. Contact the outpatient screening provider and request the provider submit the results of the outpatient screen.
 - ii. If the family has not presented for two (2) scheduled outpatient screening appointments or the provider has made three (3) unsuccessful attempts to contact the family and the family has already been referred to CHDP for assistance in obtaining the outpatient screen, the Contractor shall close the case and send written notification to the family and PCP.
- 4) Contractor shall receive patient specific information and results on all infants referred for diagnostic hearing evaluations through the NHSP, and all infants under one year of age who are identified with a hearing loss by a CCS approved Communication Disorder Center.
 - a) Contractor shall receive and document results from diagnostic audiology providers on all infants referred through the NHSP and all infants under one year of age identified by a CCS approved Communication Disorder Center with a hearing loss, utilizing the Diagnostic Evaluation Reporting Form. Contractor shall communicate with the audiology provider or Communication Disorder Center to clarify and correct erroneous or incomplete reports or, when indicated by other sources of infant follow up information, to elicit infant diagnostic information and reports not previously submitted to the Contractor.
 - b) Contractor shall notify the PCP and the family of the results of the diagnostic evaluation and any recommended follow-up, in writing, within fourteen (14) calendar days of the receipt of the results.
 - c) If no results are received within fourteen (14) calendar days after a known appointment date, Contractor shall contact the diagnostic audiology provider and request the provider submit the results of the diagnostic evaluation, utilizing the Diagnostic Evaluation Reporting Form.

Exhibit A
Scope of Work

- d) If the family has not presented for two (2) scheduled diagnostic evaluation appointments or the provider has made three (3) unsuccessful attempts to contact the family, Contractor shall contact the family directly by telephone within seven (7) calendar days of receipt of this information to schedule the diagnostic evaluation appointment. If the family cannot be contacted by telephone within (7) calendar days, Contractor shall send a notification letter to the PCP and the family indicating that diagnostic evaluation services are required, the family has not responded to contact efforts, and that a referral shall be made to the Child Health and Disability Prevention (CHDP) program. The letter shall be mailed within two (2) working days of the conclusion of telephone contact attempts.
- e) Concurrent with the mailing of the notification letter to the PCP and family, Contractor shall make a referral, in writing, to the local CHDP program.
- f) Contractor shall contact the CHDP program regarding the results of the CHDP follow-up efforts if no response is received within thirty (30) calendar days of the referral (See Appendix 6, CHDP Program Letter Number 99-11).
- g) On a monthly basis, Contractor shall identify infants who are three (3) months of age or older for whom diagnostic evaluation results are needed but have not been received and shall:
 - i. Contact the diagnostic audiology provider and request the provider submit the results of the diagnostic evaluation.
 - ii. If the family has not presented for two (2) scheduled diagnostic evaluation appointments or the provider has made three (3) unsuccessful attempts to contact the family and the family has already been referred to CHDP for assistance in obtaining the diagnostic evaluation, the Contractor shall close the case and send written notification to the family and PCP.
- 5) Contractor shall make direct contact with the families of infants identified with hearing loss in Contractor's geographic service area within seven (7) calendar days of receipt of the diagnostic evaluation results confirming the hearing loss.
 - a) Contractor shall confirm the child has been referred to the CCS and Early Start program. If no Early Start referral has been made, the Contractor shall provide information regarding how to contact the appropriate Early Start agency and advise the family that the Contractor will make a referral. If there has been no contact from the Early Start agency, the family shall be instructed to call the Early Start toll-free referral and information line for children diagnosed with a hearing loss. Where the status of entry into Early Start is unclear, Contractor shall communicate with the designated Early Start referral agency or appropriate local Early Start agency to attempt to confirm entry into Early Start. Contractor shall document and report to designated DHS staff within thirty (30) calendar days all cases in which Early Start eligibility has been denied
 - b) Contractor shall refer the infant to the Early Start program within two (2) working days of contact with family if a referral was not already made.

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- c) Contractor shall provide an information packet on hearing loss, communication options, and support resources, including parent-to-parent support resources.
 - d) Contractor shall confirm there is linkage (the child has an established referral, appointment or is receiving services) with ongoing audiological services and discuss options for access to these services including, but not limited to, CCS, Medi-Cal, and other third party health care insurers.
 - e) Contractor shall verify the child's current PCP information.
 - f) Contractor shall refer the infant to the CCS program in the county in which the family resides within two (2) calendar days of contact with the family, if the referral was not made by the diagnostic audiological provider, for CCS program eligibility determination. The referral shall include the results of the diagnostic evaluation.
- 6) Contractor shall make direct contact with the families of all infants identified with hearing loss in Contractor's geographic service area two (2) months after receipt of the diagnostic evaluation results confirming the hearing loss.
- a) Contractor shall confirm that the family is linked with ongoing medical and audiological care for the hearing loss and has contacted other needed community services. Contractor shall make appropriate referrals, as needed, and shall remind the family of the availability of parent-to-parent support resources if not previously utilized.
 - b) Contractor shall determine if Early Start/early intervention services are available to the family by confirming that:
 - i. The child has been determined eligible for the Early Start program.
 - ii. A service coordinator has been assigned to the child/family.
 - iii. An Individualized Family Service Plan (IFSP) has been initiated.
 - iv. Early intervention services are being provided in relation to the child's hearing loss.
 - c) Where the status of eligibility for Early Start, assignment of a service coordinator, initiation of an IFSP or provision of early intervention services is unclear, Contractor shall communicate with the designated Early Start referral agency or appropriate local Early Start agency to attempt to confirm this information. Contractor shall document and report to designated DHS staff within thirty (30) calendar days all cases in which these Early Start program functions have not been initiated. Contractor shall also document and report to designated DHS staff within thirty (30) calendar days all cases in which Early Start eligibility has been denied.
- 7) Contractor shall make direct contact with the families of all infants identified with hearing loss in Contractor's geographic service area six (6) months after receipt of the diagnostic evaluation report confirming the hearing loss.
- a) Contractor shall confirm that early intervention services are being provided in relation to the child's hearing loss. Where the status of the provision of early intervention services is

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unclear, Contractor shall communicate with the designated Early Start referral agency or appropriate local Early Start agency to attempt to confirm this information. Contractor shall document and report to designated DHS staff within thirty (30) calendar days all cases in which early intervention services have not been initiated.

- b) Contractor shall confirm access to ongoing audiological services.
 - c) Contractor shall confirm access to needed community services.
 - d) Contractor shall provide referral information, as needed.
- 8) Contractor shall document any refusal of outpatient screening, diagnostic, treatment, or early intervention services by the parent or guardian.
- a) Contractor shall document the refusal in the infant record by including the following:
 - i. The name of the person receiving the refusal.
 - ii. The name of the parent or guardian giving the refusal.
 - iii. The date and time of the refusal, when known.
 - iv. The means by which the refusal was communicated (e.g., letter received from the parents, telephone communication).
 - b) If the refusal is for outpatient screening, diagnostic services, general treatment or early intervention services (not refusal of a specific early intervention service or treatment modality), Contractor shall send correspondence to the parent or guardian acknowledging the refusal and request that the family contact the HCC or the infant's PCP if assistance is desired at a future time. This information shall also include a description of developmental milestones and the signs of hearing loss in an infant or child.
 - c) If the refusal is for outpatient screening, diagnostic services, general treatment or early intervention services (not refusal of a specific early intervention service or treatment modality), Contractor shall send correspondence to the infant's PCP, if known, which shall include notice that the HCC shall close this case and take no further action unless additional test results are received or assistance is requested by the parent or guardian.
- 9) Unless replaced by an automated data management system provided by DHS, Contractor shall use standard office software applications (e.g., Microsoft Access, Excel, and Word) and manual procedures to record all infant information and all required tracking and follow-up contacts and activities, as specified by DHS.
- a) If DHS provides an automated data management system to support infant reporting, tracking and follow-up activities, Contractor shall cooperate in the timely and accurate transition of all applicable activities and data to the new system in accordance with the DHS policies and instructions.

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F. Activity VI – All infants will receive coordinated services for the evaluation and management of hearing loss.

- 1) Contractor shall make referrals to the local CCS program for those infants with confirmed hearing loss when the referral is not made by diagnostic audiology providers.
- 2) Contractor shall forward results of outpatient screening and diagnostic evaluation to the infant's PCP.
- 3) Contractor shall refer an infant diagnosed with a confirmed hearing loss to the Early Start program in accordance with DHS referral policies when a referral is not made by the diagnostic audiology provider.
- 4) Contractor shall identify audiologic and medical services providers for children diagnosed with a confirmed hearing loss who are determined not eligible for CCS. Contractor shall assist the family by providing information on accessing these services.
- 5) Contractor shall forward data and information to the corresponding HCC when an infant moves to another geographic service area. The Contractor receiving the information from another HCC shall be responsible for any additional tracking, monitoring, or coordination activities for an infant moving into the geographic service area.
- 6) Contractor shall build working relationships with the local CCS, CHDP and Early Start programs through telephone and written communications, on site orientation and training visits and other activities to ensure the delivery of appropriate services to families.

G. Activity VII - Certified Outpatient Infant Hearing Screening Provider and CCS-Approved Communication Disorder Center performance issues shall be reported to DHS.

- 1) If while fulfilling the activities of the scope of work, the Contractor becomes aware of non-compliance with DHS program policies, standards and guidelines by NHSP outpatient infant hearing screening providers and CCS-approved Communication Disorder Centers, Contractor shall document and report the non-compliance in writing to DHS within ten days of identification.
- 2) If the reported non-compliance requires intervention by DHS, the Contractor shall assist DHS in the investigation and documentation of information relevant to the matter reported.
- 3) Contractor may provide technical assistance and consultation to outpatient infant hearing screening providers and CCS-approved Communication Disorder Centers with prior DHS approval.

H. Activity VIII - Parents and providers shall have information to appropriately access needed services.

- 1) Contractor shall serve, upon request from PCPs and families, as a resource for:
 - a) Information on the current recommendations on hearing screening services, diagnostic and treatment services, and early intervention.

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- b) NHSP informational materials, published peer reviewed articles, and current practice recommendations related to newborn hearing screening, diagnosis and treatment of hearing loss and early intervention.

I. Activity VIX – Data shall be collected and reported in order to effectively monitor and evaluate program services.

- 1) Contractor shall be responsible for reporting summary data on the newborns and infants receiving hearing screening services in its geographic service area using the methodology specified or provided by DHS. The Contractor shall collect data from in-patient and outpatient screening and diagnostic providers. Contractor shall use this data to monitor program activities, track follow-up appointments, monitor quality indicators, and coordinate care for infants and families in need of assistance in accessing services.
- 2) Contractor shall be responsible for the following duties and responsibilities:
 - a) Collect and process patient specific data from inpatient screening providers in a format specified by DHS.
 - b) Collect and process patient specific data from outpatient screening and diagnostic providers in a format specified by DHS.
 - c) Provide DHS with a report including, but not limited to, the following information on a quarterly basis that contains data from the reporting period and fiscal-year-to date for the Contractor's geographic service area. The report shall be submitted within forty-five (45) days of the end of the quarter and shall include:
 - i. Total number of live births in each certified hospital.
 - ii. Total number of NICU discharges (including infants transferred out) in each certified hospital (if applicable).
 - iii. Number and percent of infants in the Well-Baby Nursery screened before discharge, for each certified hospital.
 - iv. Number and percent of infants discharged (including infants transferred out) from a NICU who were screened prior to discharge, for each certified hospital (if applicable).
 - v. Number and percent of infants from the Well-Baby Nursery who waived screening prior to discharge, for each certified hospital.
 - vi. Number and percent of infants discharged from a NICU who waived screening prior to discharge, for each certified hospital (if applicable).
 - vii. Number and percent of infants from the Well-Baby Nursery who needed screening but did not receive it prior to discharge, for each certified hospital.
 - viii. Number and percent of infants discharged from the NICU who needed screening but did not receive it prior to discharge, for each certified hospital (if applicable).

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- ix. Number and percent of screened infants from the Well-Baby Nursery who did not pass the inpatient screening, for each certified hospital.
- x. Number and percent of screened infants from the NICU who did not pass the inpatient screening, for each certified hospital (if applicable).
- xi. Number and percent of screened infants from the Well Baby Nursery who had confirmed hearing loss.
- xii. Number and percent of screened infants from the NICU who had confirmed hearing loss.
- xiii. Number and percent of screened infants from the Well Baby Nursery with hearing loss confirmed by three (3) months of age.
- xiv. Number and percent of screened infants from the NICU with hearing loss confirmed by three (3) months of age.
- xv. Number and percent of infants with confirmed hearing loss who have had an IFSP initiated.
- xvi. Number and percent of infants with confirmed hearing loss who have had an IFSP initiated by six (6) months of age.
- xvii. Number and percent of screened infants who were lost to follow-up.
- d) Provide specific data reports on an annual basis as outlined in I. 2) c) above to DHS and the certified hospitals in the Contractor's geographic service area. There shall be reports specific to each hospital, as well as for the entire geographic service area.
- e) Submit ad hoc reports to the DHS in a format and timeframe to be specified by DHS, upon request.

J. Contractor Performance

- 1) Contractor shall communicate by E-mail to DHS the identification of problems impeding the timely delivery of screening, diagnostic, and intervention services to infants receiving services through the NHSP.
- 2) Contractor shall, in addition to the reports specified in Section I., Activity VIX, provide DHS with uniform information on its own activities and performance in the format specified by DHS.
 - a) Contractor shall provide, in a format specified by DHS, a quarterly report, due forty-five (45) days after the end of the quarter, to include:
 - i. The status of CCS-approved hospitals with licensed perinatal services or CCS-approved NICUs birthing facilities in the geographic service area, which include:

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- a. The number and names of the facilities with which the Contractor has made site visits and has contacted and provided technical assistance and consultation, together with a narrative description summarizing the contact;
 - b. The number and names of the facilities that received site visits for certification or re-certification.
 - ii. A summary of the informational programs provided by HCC staff to organizations, agencies and providers.
 - iii. A summary of all contacts with state agencies, families, and other providers of services. The report shall summarize the nature of the contact, initiator, requests/concerns, and outcomes including any materials or information provided.
 - iv. Problems encountered with meeting contractual responsibilities involved with Section E., Activity V, of this Scope of Work. Included shall be the Contractor's strategies for resolving problems and actions taken. If there were no activities in this area, the report shall so state.
 - v. A summary of activities undertaken to provide assistance to the hospitals and the actions taken to assist the providers when hospital performance is outside the parameters identified in the Inpatient Infant Hearing Screening Provider Standards.
 - vi. A summary of identified noncompliance with the NHSP standards by certified Inpatient Infant Hearing Screening Providers including a description of the corrective action plan developed by the individual inpatient screening provider.
 - vii. A summary of the training needs of the CCS-approved hospitals with licensed perinatal services or CCS-approved NICUs in the geographic service area and how the HCC met them.
 - viii. A summary of the meetings with the directors of the certified Inpatient Infant Hearing Screening programs in its geographic service area including the issues identified and addressed and potential solutions.
- 3) The Contractor shall adapt policies and procedures provided by DHS for the operation of the HCC in support of this Scope of Work.
- a) Contractor shall provide to DHS the adapted policies and procedures for approval within twelve (12) months from the implementation of the contract for the following activities:
 - i. Certification of CCS-approved hospitals with licensed perinatal services or CCS-approved NICUs in the geographic service area.
 - ii. Re-certification of Inpatient Infant Hearing Screening Providers.
 - iii. Monitoring Inpatient Infant Hearing Screening Providers' compliance with the standards.
 - iv. Providing technical assistance and consultation.

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- v. Supporting DHS in disseminating information regarding NHSP and community resources.
 - vi. Tracking and monitoring activities.
 - vii. Working relationships with CCS, CHDP and Early Start programs.
 - viii. Forwarding information on infants whom have moved out of the Contractor's geographic service area.
 - ix. Provision of NHSP informational materials, published peer review articles, and current practice recommendations to families of children diagnosed with a hearing loss and to PCPs.
 - x. Collection, management, and reporting of data from inpatient and outpatient providers.
- b) If the approved policies and procedures are modified, the Contractor shall submit the proposed modified policies and procedures to DHS for approval within thirty (30) days of the proposed revision.
 - c) All approved policies and procedures must be reviewed annually by the Contractor for appropriate revisions to reflect actual practice. The annual revisions shall be due to DHS no later than sixty (60) days after the end of the fiscal year.
- 4) Contractor shall make available all documentation and materials associated with the certification of CCS-approved hospitals with licensed perinatal services or CCS approved NICUs in the geographic service area as inpatient screening providers upon the request of DHS.
 - 5) Contractor's HCC Director or their designee shall participate in meetings with DHS at least quarterly in Sacramento. The purpose of the meetings is to coordinate, collaborate, share information and further the goals and objectives of the NHSP. Changes in the frequency, location, and format of these meetings shall be determined by DHS. The Contractor shall also participate in NHSP Advisory Group meetings.
 - 6) Contractor shall participate in meetings with DHS at the Contractor's location or at another location designated by DHS or by telephone conference. Meeting frequency and location shall be at the discretion of DHS.
 - 7) Contractor shall notify DHS in writing of any changes in personnel. All proposed changes, including changes in staff hours and days of work, must be submitted in writing to DHS no less than thirty (30) days prior to implementation of the change. Unanticipated changes in personnel must be reported to the state within one business day.

K. Telephone/Communication System

- 1) Contractor shall be able to communicate effectively with individuals who have hearing loss or communication disorders in accordance with the Americans with Disabilities Act, Title III.

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- 2) Contractor shall utilize bilingual/bicultural personnel to the extent feasible and make translation services available to non-English speaking individuals/families in communications with the HCC.
- 3) Contractor shall disseminate the HCC's telephone and facsimile numbers to providers and programs within the Contractor's geographic service area. These providers shall include, but not be limited to, screening, diagnostic, treatment and early intervention service providers, and local CHDP and CCS programs. The Contractor shall include these numbers in the Center's communications including, but not limited to, letterhead, business cards, brochures, flyers, training materials and other materials developed and disseminated to families, programs and providers.

L. Statewide Toll-Free Telephone System

- 1) Contractor shall cooperate with DHS or its designee in the operation of the statewide toll-free telephone system that is funded outside the scope of this contract.
- 2) Contractor shall make information available to providers, families, and the general public regarding the features and information offered by the toll-free telephone system.
- 3) Contractor shall include the statewide toll-free telephone number in their communications including, but not limited to, letterhead, business cards, brochures, flyers, training materials and other materials developed and disseminated to families, programs, and providers.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

David Banda
Department of Health Services
Newborn Hearing Screening Program
MS Code 8104
1515 K Street, Room 400, P.O. Box 997413
Sacramento, CA 95899-7413

- C. Invoices shall:

- 1) Be prepared on company letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Contractor's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHS.
- 5) Each contract manager or monitor is responsible for monitoring DVBE use and ensuring that the prime contractor uses each DVBE firm for the percentage claimed on the Actual DVBE Participation form completed during the selection or negotiation process. Report expenses attributed to DVBE subcontractors or DVBE suppliers at any tier (if any). This requirement only applies if your firm identified DVBEs for participation during the selection or negotiation process.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
- 1) \$XXX,XXX for the budget period of 07/01/05 through 06/30/06.
 - 2) \$XXX,XXX for the budget period of 07/01/06 through 06/30/07.
 - 3) \$XXX,XXX for the budget period of 07/01/07 through 06/30/08.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than **ninety (90)** calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable Line Item Shifts

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

7. Progress Payment Withholds

- A. This provision replaces and supersedes provision 22 of Exhibit D(F).
- B. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.

Exhibit B
Budget Detail and Payment Provisions

- C. Ten percent (10%) may be withheld by DHS from each invoice submitted for reimbursement, under the following conditions:
- 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the agreement.
 - 2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
 - 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

D. Release of Amounts Withheld

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to DHS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of DHS.

E. Payment Requests Excluded from the 10 Percent (10%) Withhold

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

8. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see **Exhibit G** entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHS. See provision 9 in this exhibit entitled, "Recovery of Overpayments" for more information.

9. Recovery of Overpayments

Exhibit B
Budget Detail and Payment Provisions

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

This Exhibit is not included in this document. To obtain a copy go to www.dhs.ca.gov/pcfh/cms/nhsp/rfp.htm

Exhibit E
Additional Provisions

1. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

2. Cancellation / Termination

- A. This agreement may be cancelled by DHS without cause upon 30 calendar days advance written notice to the Contractor.
- B. DHS reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if DHS substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in DHS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Use of Disabled Veteran Business Enterprises (DVBE)

(Applicable to agreements valued at \$10,000 or more that are subject to DVBE goal participation. Not applicable to agreements and amendments administratively exempted from such requirements by DHS.)

- A. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- B. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this agreement by this reference.
- C. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHS, in writing, prior to using a substituted subcontractor.

Exhibit E
Additional Provisions

- D. Requests for substitution must be approved by the program funding this agreement and must include:
- 1) A written explanation of the reason for the substitution.
 - 2) A written description of the business enterprise that will be substituted, including its DVBE certification status.
 - 3) If applicable, the reason a non-DVBE subcontractor is proposed for use.
 - 4) A written description of the work to be performed by the substituted subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
- E. If requested by DHS, Contractor agrees to provide verification, in a form agreed to by DHS, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of contract award or with any subsequent amendment.

4. Dispute Resolution Process

- A. This provision replaces and supersedes provision 15 of Exhibit D(F).
- B. If the Contractor believes there is a dispute or grievance between Contractor and DHS, both parties shall follow the two-step procedure outlined below.
- 1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the program Section Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Section Chief must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Section Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Section Chief's decision, the Contractor may appeal to the second level.
 - 2) The Contractor must prepare a letter indicating why the Section Chief's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents along with a copy of the Section Chief's response. This letter shall be sent to the Division Chief of the division in which the section is organized within ten (10) working days from receipt of the Section Chief's decision. The Division Chief or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Division Chief or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.

5. Performance Evaluation

- A. This provision replaces and supercedes provision 23 of Exhibit D(F).
- B. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:
- 1) Whether the contracted work or services were completed as specified in the agreement, and reasons for and amount of any cost overruns.

Exhibit E
Additional Provisions

- 2) Whether the contracted work or services met the quality standards specified in the agreement.
- 3) Whether the Contractor fulfilled all requirements of the agreement.
- 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.

C. The evaluation of the Contractor shall not be a public record.

6. Progress Reports or Meetings

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this agreement, Contractor shall submit a comprehensive final report.

7. Priority Hiring Considerations

(Applicable to agreements in excess of \$200,000)

- A. Contractor agrees that it shall give priority consideration in filling vacancies in positions funded by this agreement to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions (W&I) Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the W&I Code.
- B. This provision shall not be construed to do any of the following:
 - 1) Interfere with or create a violation of the terms of valid collective bargaining agreements
 - 2) Require the Contractor to hire an unqualified recipient of aid
 - 3) Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era
 - 4) Interfere with, or create a violation of, the requirements of Section 12990 of the Government Code implementing the State of California's nondiscrimination laws.

8. Avoidance of Conflicts of Interest by Contractor

- A. The Department of Health Services (DHS) intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHS reserves the right to determine, at its sole discretion, whether any information received, assertion, or claim from any source indicates the existence of a real or apparent conflict of interest and to require the Contractor to submit a plan for solving the conflict subject to prior DHS review and approval.

Exhibit E
Additional Provisions

B. Conflicts of interest include, but are not limited to:

- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
- 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

- C. If DHS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHS and cannot be resolved to the satisfaction of DHS, the conflict will be grounds for terminating the contract. DHS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

9. Prohibited Follow-on Contracts

- A. No person, firm, or subsidiary thereof who has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services agreement.
- B. Paragraph A does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which totals no more than 10 percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to consulting services agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** _____ entered into between the State of California Department of Health Services (DHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

DHS Distribution: Accounting (Original) Program

Travel Reimbursement Information

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. *The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.*
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. *Exceptions to DPA lodging rates may be approved by DHS upon the receipt of a statement on/with an invoice indicating that such rates are not available.*
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. *Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.*
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.*

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel *is necessitated by the scope or statement of work* and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior *DHS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).*
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this *exhibit*.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles they may claim a rate of **37 cents** per mile. If a contractor uses his or her car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. *Travel expense reimbursement* detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. *Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.*
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> • Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. *At DHS' discretion, changes or revisions made by DHS to this exhibit, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHS program policy.*

Exhibit H
HIPAA Business Associate Addendum

1. Recitals

- A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. DHS wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. Under this Agreement, Contractor is the Business Associate of DHS and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHS and uses or discloses PHI.
- E. DHS and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- F. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- G. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

2. Permitted Uses and Disclosures of PHI by Business Associate.

- A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHS.
- B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in this Addendum, Business Associate may:
 - (1) *Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the

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HIPAA Business Associate Addendum

person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

- (2) *Provision of Data Aggregation Services.* Use PHI to provide data aggregation services to DHS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHS.

3. Responsibilities of Business Associate.

Business Associate agrees:

- A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHS; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHS with information concerning such safeguards as DHS may reasonably request from time to time.
- C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- D. *Reporting of Improper Disclosures.* To report to DHS within twenty-four (24) hours during a work week, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement and this Addendum.
- E. *Business Associate's Agents.* To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHS, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.
- F. *Availability of Information to DHS and Individuals.* To provide access as DHS may require, and in the time and manner designated by DHS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHS (or, as directed by DHS), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHS health plans; or those records used to make decisions about individuals on behalf of DHS. Business Associate shall use the forms and processes developed by DHS for this purpose and shall respond to requests for access to records transmitted by DHS

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HIPAA Business Associate Addendum

within 15 days of receipt of the request by producing the records or verifying that there are none.

- G. *Amendment of PHI.* To make any amendment(s) to PHI that DHS directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHS.
- H. *Internal Practices.* To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHS, or created or received by Business Associate on behalf of DHS, available to DHS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHS or by the Secretary, for purposes of determining DHS's compliance with the HIPAA regulations.
- I. *Documentation of Disclosures.* To document and make available to DHS or (at the direction of DHS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. *Notification of Breach.* During the term of this Agreement, to notify DHS immediately upon discovery of any breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person. Immediate notification shall be made to the DHS duty officer by pager at 916-328-3605. Written notice shall be provided to the DHS Security Officer and the DHS Privacy Officer within two (2) business days of discovery. Business Associate shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach and provide a written report of the investigation to the DHS Privacy Officer within thirty (30) working days of the discovery of the breach at the address below:

Privacy Officer
C/o Office of Legal Services
California Department of Health Services
P.O. Box 997413, MS 0011
Sacramento, CA 95899-7413

- K. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of DHS under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment.

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HIPAA Business Associate Addendum

4. Obligations of DHS.

DHS agrees to:

- A. *Notice of Privacy Practices.* Provide Business Associate with the Notice of Privacy Practices that DHS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:
<http://www.dhs.ca.gov/hipaa>.
- B. *Permission by Individuals for Use and Disclosure of PHI.* Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.* Notify the Business Associate of any restriction to the use or disclosure of PHI that DHS has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.* Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHS.

5. Audits, Inspection and Enforcement.

From time to time, DHS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHS Privacy Officer in writing. The fact that DHS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHS's:

- (a) Failure to detect or
- (b) Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices

constitute acceptance of such practice or a waiver of DHS's enforcement rights under this Agreement and this Addendum.

6. Termination.

- A. *Termination for Cause.* Upon DHS's knowledge of a material breach of this Addendum by Business Associate, DHS shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHS;
 - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
 - (3) If neither cure nor termination are feasible, the DHS Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

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HIPAA Business Associate Addendum

- B. Judicial or Administrative Proceedings.* DHS may terminate this Agreement, effective immediately, if (i) Business Associate is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Business Associate has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Business Associate is a party.
- C. Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHS (or created or received by Business Associate on behalf of DHS) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous Provisions.

- A. Disclaimer.* DHS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHS's request, Business Associate agrees to promptly enter into negotiations with DHS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHS may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHS pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. Assistance in Litigation or Administrative Proceedings.* Business Associate shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHS at no cost to DHS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHS, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Business Associate and/or its subcontractor, employee, or agent, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Exhibit H
HIPAA Business Associate Addendum

- D. *No Third-Party Beneficiaries.* Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.* The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. *Regulatory References.* A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.* The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Appendix 1

Newborn Hearing Screening Program Hearing Coordination Center

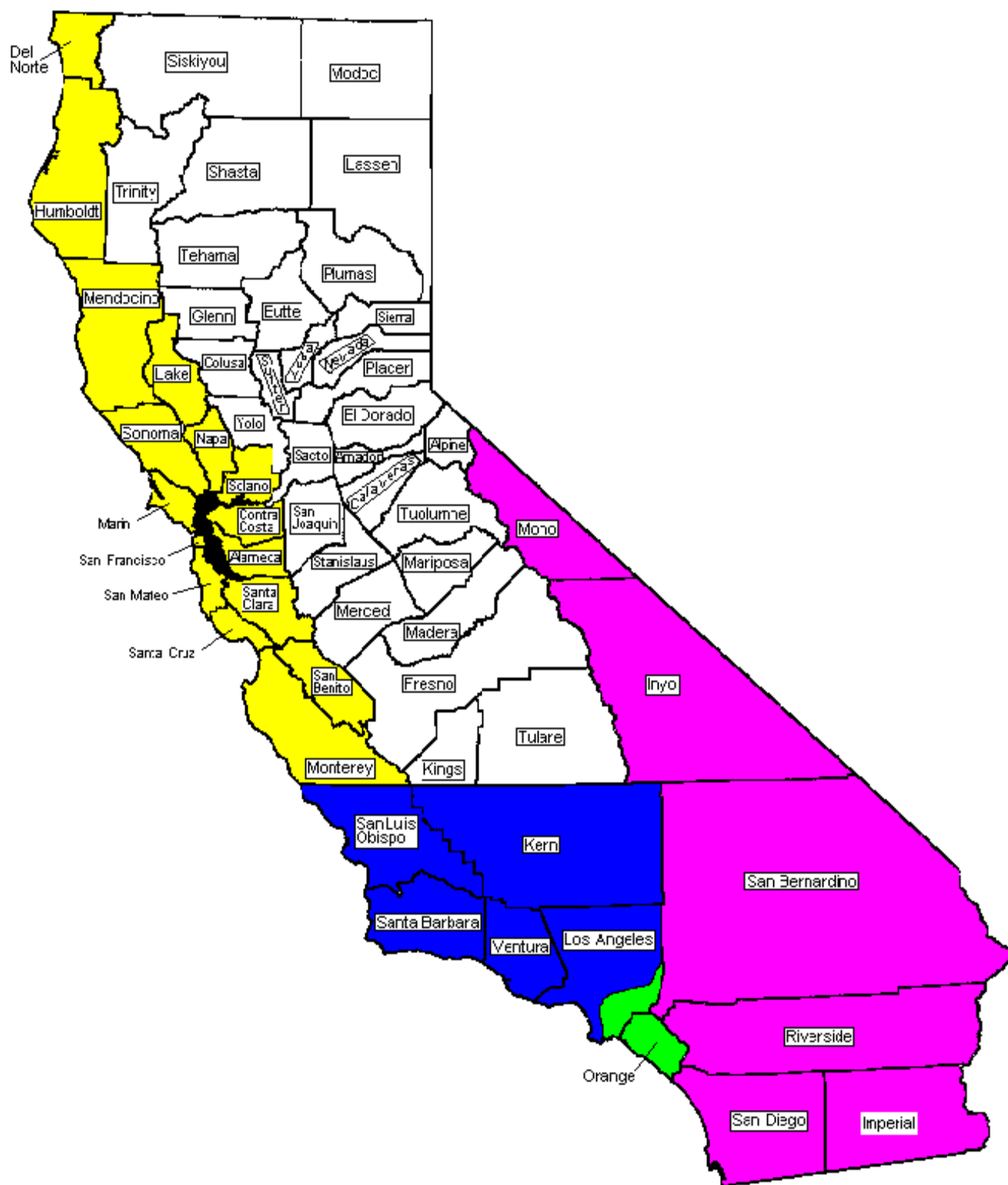
Geographic Service Areas

The services shall be performed at applicable facilities providing services to one of the following five geographic areas (see Map, Appendix 1):

- a. Geographic Service Area A: The counties of Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma.
- b. Geographic Service Area B: The counties of Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.
- c. Geographic Service Area C: The counties of Imperial, Inyo, Mono, Riverside, San Bernardino, and San Diego.
- d. Geographic Service Area D: The county of Orange and the eastern portion of Los Angeles County bordered on the north by Highway 2 to the San Bernardino County line and on the west by Highway 2 to its southern termination at Interstate 5, southeast along Interstate 5 to the Highway 110 interchange and continuing south along Interstate 110 to its southern terminus.
- e. Geographic Service Area E: The counties of Kern, San Luis Obispo, Santa Barbara, and Ventura and the remaining portion of Los Angeles County not included in Geographic Service Area D.

**NEWBORN HEARING SCREENING PROGRAM
HEARING COORDINATION CENTER**

Appendix 1
Geographic Service Area
Page 2 of 3



- Region A – Bay Area/Coastal California HCC
- Region B – Northeastern & Central California HCC
- Region C – South-Eastern California HCC
- Region D – Southern California HCC
- Region E – Southern California HCC



CALIFORNIA NEWBORN HEARING SCREENING PROGRAM

REQUIREMENTS FOR

INPATIENT INFANT HEARING SCREENING PROVIDER

CERTIFICATION

Newborn Hearing Screening Program

Name of Hospital:

Address:

Outpatient Medi-Cal Billing No. _ _ _ _ _**Outpatient** CGP Billing No. CGP _ _ _ _ _

Federal Tax ID No. _ _ - _ _ _ _ _

Director of NHSP:

Telephone:

Fax:

Contact person:

Telephone:

Birth Census: _ _ _ _ _ FY _ _ _ _ _

☐ < 500 ☐ 500-1499 ☐ 1500-2499 ☐ 2500-3499 ☐ 3500-5000 ☐ >5000

Application received date:

Initial certification site visit date:

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

Standards: C. 1. Staff

- a. Designation of one person as the director of the IIHSP who is responsible for the management of the newborn hearing screening program.
- b. Director shall be a Registered Nurse or a CCS-paneled professional as specified.

Requirements:

Name of director:

Profession:

- ☐ Registered Nurse
 - ☐ Audiologist
 - ☐ Neonatologist
 - ☐ Pediatrician
 - ☐ Otolaryngologist
- Verified as Paneled: ☐ Yes ☐ No

Verification:

Job description of director includes responsibility for the management of the newborn hearing screening program.

Includes:

- ☐ Training and oversight of screeners
- ☐ Reporting
- ☐ Hospital staff and parent education
- ☐ Coordination of services and follow-up

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

Standards: C.2.c. Facility and Equipment

Choice of equipment shall be reviewed by a CCS-paneled audiologist.

Requirements:

Name of audiologist:

Verified as Paneled: ☐ Yes ☐ No

Verification:

Evidence that the audiologist reviewed choice of equipment.

☐ Yes ☐ No

Explain:

Standards: C.3.b. Services

There shall be consultation by a CCS-paneled audiologist in the development and maintenance of the newborn hearing screening program.

Requirements:

Name of audiologist:

Verified as Paneled: ☐ Yes ☐ No

Verification:

Evidence of consultation to the program by the audiologist.

☐ Yes ☐ No

Explain:

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

Standards: C.1. Staff

- c. Screening services shall be performed by individuals meeting competency criteria. Completed competency checklists shall be maintained by the hospital.

Requirements:

- Obtain a list of names of all persons performing hearing screening.
- Review documentation that all persons have completed hearing screening training and have passed a competency evaluation.
- Review evaluations of screeners to ascertain that they have demonstrated screening competency as outlined in Attachment A of the Standards.
- Review policies and procedures for training of hearing screeners which includes requirements for the ability to:
 1. Prepare the environment to perform the hearing screening
 2. Perform the hearing screening
 3. Perform infection control and risk management
 4. Collect and record screening data following hearing screening
 5. Communicate knowledge of the NHSP and hearing screening results

Verification:

All persons performing hearing screening services have completed and passed a competency evaluation.

☐ Yes ☐ No

Evaluations of hearing screeners include the following mandatory competency criteria:

- | | | |
|---|------------------------------|-----------------------------|
| 1. Preparation of the environment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Performance of hearing screening | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Performance of infection control and risk management | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Recording screening data | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Program knowledge and communication skills | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

Verification**Continued:**

List of persons passing competency evaluation including name, classification, and date of completion of evaluation.

Use the following classifications: RN; RCP; Audiologist; MD; LVN; Clerk; UAP; Volunteer; or Other.

Name

Classification

Date

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

Standards: C.2. Facility and Equipment

- a. Infant hearing screening services shall be performed using FDA-approved otoacoustic emissions and/or evoked potential testing that detects a mild (30-40dB) hearing loss in infants and newborns.

Requirements:

Review the list of all hearing screening equipment, which includes number of machines, manufacturer, model, FDA approval, and area where equipment is to be used. Verify written confirmation from manufacturer that equipment meets the criteria for detection of 30-40dB hearing loss in infants and newborns.

Verification:

1. List equipment and include manufacturer, model, serial number, date of purchase, and FDA approval.

2. Number of screening equipment _____
3. Number of areas where screening equipment will be used _____
4. Number of screening equipment is adequate for number of infants to be screened and number of nurseries. ☐ Yes ☐ No
5. Hospital has written confirmation from manufacturer that all equipment meets the criteria for detection of 30-40dB in infants and newborns. ☐ Yes ☐ No

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

Standards: d. Equipment shall be calibrated in accordance with the manufacturer's recommendation and a log shall be kept documenting the dates of calibration, repair, or replacement of parts.

Requirements: Inspect the maintenance, calibration, and daily equipment log for compliance with Standards. Determine if the calibration and maintenance log is up to date for all equipment.

Verification: Equipment log is up to date for calibration of equipment and maintenance for each piece of screening equipment.
☐ Yes ☐ No

Standard: f. Adequate space for performing the screening procedures and a quiet environment for repeat hearing screenings prior to discharge shall be available.

Requirements: Determine if there is adequate space for performing the screening. Determine if a quiet environment is available for repeat screenings prior to discharge.

Verification:

1. Hospital has adequate space to perform hearing screening on infants.
☐ Yes ☐ No
2. Hospital has an environment conducive to hearing screening.
☐ Yes ☐ No

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

Standards: C.3. Services

- a. The hospital shall have protocols, policies, and procedures in place that defines the facility's newborn hearing screening program.

Requirements: Review all policies and procedures relating to the Newborn Hearing Screening Program to determine if they address all the necessary elements to conduct a newborn hearing screening program. See Attachment 1, "Guidelines for Content Areas for Hospital Policies and Procedures."

Verification: Hospital policies and procedures address all of the necessary elements as listed in Attachment 1, "Guidelines for Content Areas for Hospital Policies and Procedures."
☐ Yes ☐ No

Standards: j.2.) a. and b. A diagnostic audiological evaluation shall be performed on all infants in the NICU who do not pass the hearing rescreening in each ear as defined by the Infant Audiology Assessment Guidelines or the hospital shall schedule an evaluation as an outpatient with a CCS-approved Level 3 or Type C Communication Disorder Center or equivalent facility approved by the infant's insurance in accordance with the Standards.

Requirements: Review all policies and procedures to determine if they address all of the requirements relating to performing diagnostic audiological evaluations in the NICU as defined by the Infant Audiology Assessment Guidelines or scheduling these evaluations in accordance with the Standards.

Verification: Hospital policies and procedures address all of the above requirements relating to performing diagnostic audiological evaluations in the NICU as defined by the Infant Audiology Assessment Guidelines or scheduling these evaluations in accordance with the Standards.
☐ Yes ☐ No

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

Standards: j.2.)c. Assist the family in completing a CCS program application and fax the application, completed CCS Request for Service form and the hearing screening results to the appropriate county CCS program. The referral shall be documented in the medical record.

Requirements: Review policies and procedures to determine if they address DHS requirements for completing a CCS program application and faxing the application, completed CCS Request for Service form and hearing screening results to the appropriate county CCS program and documenting the referral in the medical record.

Verification: Hospital policies and procedures address the DHS requirements for CCS referral and application.

☐Yes ☐No

Standards: **C.5 Reporting Requirements**

The hospital shall report to DHS, or its designee, data on all infants receiving neonatal services, in a format and frequency specified by DHS.

Requirements: Review policies and procedures to determine if they address the DHS requirements for format and frequency for data reporting as specified in Attachment 1, Subsection “Reporting/Data Management.”

Verification: Hospital policies and procedures address all of the data reporting requirements specified in Attachment 1, Subsection “Reporting/Data Management.” ☐Yes ☐No

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

NAME OF HOSPITAL _____☐ **Certification Not Approved** Date: _____

List all requirements not met and the plan to correct each requirement. Include a timeline for completion:

☐ **Certification Approved** **Effective Date of Certification:** _____**Recertification due date:** _____

3.42 Standards for Infant Hearing Screening Services 3.42.1 Inpatient Infant Hearing Screening Provider

APPROVAL SIGNATURES

(print name – signature – date)

NAME OF HOSPITAL _____

HCC Staff

Program Director:

Registered Nurse:

Audiologist:

State Approval

CMS Staff:

CALIFORNIA CHILDREN'S SERVICES MANUAL OF PROCEDURES

CHAPTER 3 – PROVIDER STANDARDS**INFANT HEARING SCREENING SERVICES**

3.42 STANDARDS FOR INFANT HEARING SCREENING SERVICES**3.42.1 INPATIENT INFANT HEARING SCREENING PROVIDER****A. Definition**

An Inpatient Infant Hearing Screening Provider shall be a CCS-approved hospital with licensed perinatal services or a CCS-approved neonatal intensive care unit (NICU) capable of offering and providing the initial inpatient hearing screening tests to all newborns and infants, during their birth admission or NICU admission, as part of the California Newborn Hearing Screening Program (NHSP).

B. General Requirements and Procedures for Approval

1. The Inpatient Infant Hearing Screening Provider shall be a CCS-approved hospital that has licensed perinatal services and/or a CCS-approved NICU.
2. Application for participation in the program shall be sent to:

 California Newborn Hearing Screening Program
 Children's Medical Services Branch
 California Department of Health Services
 P.O. Box 942732
 Sacramento, CA 94234-7320
3. A hospital that meets the requirements identified in these standards, determined by a review of the application, supporting documents and a site visit(s), shall be certified as an Inpatient Infant Hearing Screening Provider.
4. Changes in professional staff whose qualifications are incorporated into any portion of these standards shall be reported to Children's Medical Services (CMS) Branch, or its designee, within one week of the change in a format to be specified by the Department of Health Services (DHS).
5. Initial certification shall be valid for one year, after which re-certification shall be required. The duration of the re-certification approval shall be based on quality indicators established by DHS, such as screening rate, refer rate, percent of babies discharged before being offered or receiving a hearing screen, and other indicators specified by the NHSP.

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INFANT HEARING SCREENING SERVICES

6. A hospital that contracts with another entity to provide newborn hearing screening services shall assure that all standards identified in this document are met in the provision of services.

C. Requirements for Participation1. Staff

- a. The hospital shall designate one person as the director of the Inpatient Infant Hearing Screening Services who is responsible for management of the newborn hearing screening program, including training and oversight of the individuals performing the screening, reporting, staff and parent education, and coordination of services and follow-up.
- b. The director shall be either a CCS-paneled neonatologist, a CCS-paneled pediatrician, or CCS-paneled otolaryngologist with admitting privileges to the hospital; or a CCS paneled audiologist or a registered nurse who is employed by the hospital.
- c. Infant hearing screening services shall be performed by individuals meeting competency criteria established by the NHSP. The program director shall certify and document that screeners meet competency levels. Copies of completed competency checklists shall be maintained by the hospital.

2. Facility and Equipment

- a. Infant hearing screening services shall be performed using FDA-approved otoacoustic emissions and/or evoked potential testing that detects a mild (30-40 dB) hearing loss in infants and newborns.
- b. Use of screening equipment shall be in accordance with manufacturer's protocols and stated norms.
- c. The choice of equipment shall be reviewed by a CCS-paneled audiologist and reflect knowledge of professional peer-reviewed literature and current audiological practice. The hospital shall obtain written confirmation from the manufacturer that the equipment meets the criteria in a. above.
- d. Equipment shall be calibrated in accordance with the manufacturer's recommendation and a log shall be kept

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CHAPTER 3 – PROVIDER STANDARDS**INFANT HEARING SCREENING SERVICES**

documenting the dates of calibration, repair or replacement of parts.

- e. Disposable components of the equipment shall not be reused.
- f. There shall be adequate space for performing the screening procedures and for equipment storage. A quiet environment shall be available for repeat hearing screenings prior to discharge, when necessary.

3. Services

- a. The hospital shall have protocols, policies, and procedures in place that define the facility's newborn hearing screening program; the staff training criteria; staff roles and responsibilities; materials distributed to parents; system for provider notification, referral and follow-up procedures; and protocols for screening or referral of babies who were discharged before hearing screening was offered or done.
- b. There shall be consultation by a CCS-paneled audiologist in the development, maintenance and ongoing review, no less than annually, of a hospital's newborn hearing screening program. The audiologist's signature shall appear on an addendum to the policies and procedures and/or there shall be a letter from the audiologist verifying concurrence with the hospital's program.
- c. The hospital shall offer a hearing screening to all infants born in the facility.
- d. The hospital shall have parents sign a waiver if a hearing screening is refused. The hospital shall give the parents the appropriate DHS developed brochure, or equivalent material that has been approved by CMS or its designee.
- e. The hospital shall re-screen a newborn prior to discharge if the infant does not pass the initial hearing screening test in each ear.
- f. The hospital shall inform all parents, in writing, of the results of the hearing screening, prior to hospital discharge, as well as provide written material regarding the results of the inpatient hearing screen and the scheduled follow-up appointment, when indicated.
- g. The hospital shall include the results of the hearing screening in the infant's medical record.

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- h. The hospital shall schedule an outpatient hearing re-screen appointment with an Outpatient Infant Hearing Screening Provider that shall be within four weeks following discharge for those infants who do not pass the hospital hearing screening in each ear. This appointment shall be scheduled prior to the infant's discharge and the parents notified of the appointment place, date and time in writing. The provider and appointment date and time shall be documented in the medical record.
 - i. For infants discharged before hearing screening was offered or done, the hospital shall contact the parents and shall schedule an initial hearing screening appointment with an Outpatient Infant Hearing Screening Provider. The appointment shall be within four weeks of hospital discharge. The provider and appointment date and time shall be documented in the medical record.
 - j. The hospital shall perform a hearing screening on all newborns and infants in a CCS-approved NICU and shall re-screen an infant prior to discharge if the infant does not pass the initial hearing screening in each ear.
 - 1.) The hearing screening test shall be performed when the infant's medical condition warrants.
 - 2.) In addition to e. through g. above, for NICU infants who refer, the hospital shall
 - a. Perform a diagnostic audiological evaluation on infants who do not pass the hearing re-screen in each ear, provided the hospital has the equipment and audiologic staff to complete a comprehensive diagnostic audiologic evaluation as defined by the Infant Audiology Assessment Guidelines; or
 - b. Schedule the evaluation as an outpatient with a CCS-approved Level 3 or Type C Communication Disorders Center or equivalent facility approved by the infant's insurance, if the availability of adequate staff, equipment or time prohibits the completion of the diagnostic evaluation as defined in the guidelines. The appointment shall be scheduled as soon as possible following hospital discharge. The provider and appointment date and time shall be documented in the medical record.

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- c. Assist the family in completing a CCS program application and shall fax the application, completed CCS Request for Service form and the hearing screening results to the appropriate county CCS program. The referral shall be documented in the medical record.
 - 3.) If the diagnostic audiological evaluation is completed in the NICU and confirms the presence of a hearing loss, the hospital shall:
 - a.) Refer the infant to the appropriate county CCS program.
 - b.) Refer the infant to the Early Start Program (1-866-505-9388) and to other support services for deaf and hard-of-hearing children and their families.
 - c.) Distribute the California NHSP information packet to parents of these infants.
 - 4.) All diagnostic evaluation results are to be reported to the CMS Branch or its designee in a format specified by DHS.
 - k. The hospital shall provide information and education, at least annually, to the medical and nursing staff who serve pregnant women and newborns regarding the newborn hearing screening program.
 - l. The hospital shall distribute written information regarding the value and availability of the newborn hearing screening program to parents and families during the prenatal period, at a minimum through hospital-sponsored childbirth education classes and preadmission orientation. The hospital shall use DHS developed brochures or equivalent materials that have been approved by CMS or its designee.
 - m. The hospital shall participate in semi-annual meetings, facilitated by the Hearing Coordination Center, with other inpatient hearing screening providers in its geographic service area.
 - 4. Care Coordination/Referral
 - a. Prior to the infant's discharge, the hospital shall provide written information to parents on the results of the hearing
-

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screening and any scheduled follow-up appointment. The hospital shall use DHS developed brochures, or equivalent materials that have been approved by CMS, or its designee.

- b. The hospital shall notify each infant's primary care provider in writing of the results of the hearing screening.
- c. If an infant requires an outpatient hearing re-screen, an outpatient initial hearing screening, or an outpatient diagnostic audiological evaluation, the appointment place, date and time shall also be forwarded to the infant's primary care provider in writing.
- d. If an infant requires an outpatient hearing re-screen or an outpatient initial hearing screening, the hospital shall fax or mail the appointment notification letter to the outpatient screening provider.
- e. If an infant requires an outpatient diagnostic audiological evaluation, the hospital shall fax or mail the appointment notification letter to the diagnostic audiology provider.
- f. If the parents waive the hearing screening, notification shall be forwarded to the infant's primary care provider in writing.

5. Reporting Requirements

Each hospital certified as an Inpatient Infant Hearing Screening Provider shall report to DHS, or its designee, data on all infants receiving neonatal services, in a format and frequency specified by DHS.

6. Quality Assurance Activities

- a. The hospital shall monitor the following, no less than quarterly:
 - 1.) A minimum of 95% of newborns born in the hospital are offered hearing screening prior to discharge.
 - 2.) 100% of the newborns and infants receiving services in a CCS approved NICU receive a hearing screening prior to discharge.
 - 3.) During the first six (6) months of program operation, the hospital shall evaluate that, for the program as

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CHAPTER 3 – PROVIDER STANDARDS**INFANT HEARING SCREENING SERVICES**

a whole and for each individual screener, the following parameters are not exceeded:

- a.) If ABR screening equipment is used, there is no greater than a 10% refer rate.
- b.) If OAE screening equipment is used, there is no greater than a 20% refer rate.
- c.) If a combination of hearing screening equipment is used, there is no greater than a 10% refer rate.

After the first six (6) months of program operation, the hospital shall evaluate that, for the program as a whole and for each individual screener, the following parameters are not exceeded:

- a.) If ABR screening equipment is used, there is no greater than a 5% refer rate.
- b.) If OAE screening equipment is used, there is no greater than a 10% refer rate.
- c.) If a combination of hearing screening equipment is used, there is no greater than a 5% refer rate.

- b. The hospital shall have policies and procedures to address variations outside the parameters identified in a. above.

7. Billing

- a. Inpatient Infant Hearing Screening Providers shall submit claims for reimbursement to DHS or its fiscal intermediary using only the infant hearing screening codes identified in the NHSP Provider Manual for services provided to Medi-Cal or CCS-eligible beneficiaries, in a format specified by DHS.
- b. All billing for infant hearing screening services shall conform to the requirements specified in the NHSP Provider Manual and in the Medi-Cal Provider Manual.

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CHAPTER 3 – PROVIDER STANDARDS**INFANT HEARING SCREENING SERVICES**

3.42.1 INPATIENT INFANT HEARING SCREENING PROVIDER**Attachment A****COMPETENCY CRITERIA FOR ALL PERSONNEL PERFORMING NEWBORN HEARING SCREENING**

Inpatient Infant Hearing Screening Providers shall incorporate the following competency criteria into their evaluation and monitoring of individuals performing newborn hearing screening.

Individual skills shall include the ability to:

1. Prepare the environment to perform the hearing screening:
 - a. ensures appropriate test situation with regard to ambient noise.
 - b. chooses time for testing according to hospital protocol.
2. Perform the hearing screening:
 - a. assesses infant for quiet state.
 - b. positions infant correctly.
 - c. appropriately places test equipment, such as probes, electrodes, and/or ear couplers on the infant.
 - d. operates hearing screening equipment accurately.
 - e. completes hearing screening with a valid test result.
 - f. removes and disposes of test items appropriately.
3. Perform infection control and risk management:
 - a. practices standard precautions
 - b. washes hands before and after handling each infant
 - c. cleans equipment and disposes of supplies per hospital policy and protocol after each use.
4. Collect and record test data following hearing screening:
 - a. enters/records infant information accurately.
 - b. collects and reports screening results according to hospital protocol.
5. Communicate knowledge of the Newborn Hearing Screening Program (NHSP) and hearing screening results.
 - a. explains importance of newborn hearing screening.
 - b. explains hearing screening procedure.
 - c. explains the meaning of pass or refer result of a hearing screening.
 - d. explains the referral process if indicated.



Hospital Name _____

NEWBORN HEARING SCREENING

Infant Reporting Form

INPATIENT SCREEN COMPLETED

IP Screening	RIGHT EAR		LEFT EAR	
DATE OF SCREENING				
TYPE OF SCREENING (circle one)	ABR DPOAE TEOAE	ABR DPOAE TEOAE	ABR DPOAE TEOAE	ABR DPOAE TEOAE
RESULT (circle one)	PASS REFER	PASS REFER	PASS REFER	PASS REFER

INPATIENT SCREEN NOT DONE (fax completed form to HCC)

- ☐ Transferred out to: _____ Hospital on (date): _____
- ☐ Missed; discharged without screen (**complete Follow-Up section below**)
- ☐ Waived (Face Sheet not required) - ☐ NHSP Brochure given to parent
- ☐ Expired or physician determined screening not medically indicated (Face Sheet not required)

FOLLOW-UP FOR REFERS/MISSED (fax completed form to HCC)

- ☐ Parent/Legal Guardian information on face sheet verified/updated
- Primary Language (Circle One): English Spanish Other: _____
- ☐ Additional contact information is verified/updated on face sheet or below
- Contact Name: _____ Phone: _____
- Address: _____
- City/Zip: _____
- Primary Language (Circle One): English Spanish Other: _____
- ☐ Print Infant's Full/Legal Name: _____
- ☐ NHSP Brochure given to parent (Circle One): Pass Refer Refer to DX
- ☐ Follow-Up Appointment made and written on Parent brochure:

APPOINTMENT: <input type="checkbox"/> OP SCREENING <input type="checkbox"/> DX EVALUATION FOR NICU PATIENTS	
DATE: _____	TIME: _____
<input type="checkbox"/> CCS Referral Made County: _____	
PROVIDER: _____	Phone: _____

- ☐ PCP who will see the Infant after discharge – Name: _____
Phone: _____
- ☐ Completed form faxed **with hospital face sheet** to your Hearing Coordination Center at (XXX) XXX-XXXX

PATIENT NAME: _____ Addressograph

Birth Date: _____

☐ WBN ☐ NICU Name of Birth Hospital if different _____



California Newborn Hearing Screening Program Outpatient Screening Reporting Form

Please use this form to report results. DO NOT attach waveforms, OAE printout, audiograms or reports. Please FAX or mail this form to the *Hearing Coordination Center [FAX # and Address]* within seven days of the child's outpatient hearing screening. If the family does not appear for the scheduled appointment and you have difficulty in rescheduling the outpatient hearing screening, please contact the Hearing Coordination Center, as soon as possible, at [Phone Number].

Screening Provider: _____ Phone: _____ Fax: _____

Infant's Name: _____ Date of Screen: _____

AKA: _____ Date of Birth: _____ Gender: Female Male

Primary Care Provider (PCP): _____ Phone: _____

Birth Hospital: _____ WBN NICU County : _____

Insurance: ☐ Medi-Cal ☐ HMO ☐ Private Insurance ☐ Uninsured ☐ Unknown

Mother's Name (or Legal Guardian): _____

Address: _____ Phone Number: _____

Primary Language: ☐ English ☐ Spanish ☐ Other (specify) _____

Comments: _____

Screening Results: ☐ Initial Screen (1st) ☐ Re-screen (2nd)

	DPOAE		TEOAE		ABR(Screening)	
Right Ear	Pass	Refer	Pass	Refer	Pass	Refer
Left Ear	Pass	Refer	Pass	Refer	Pass	Refer

For infants who do not pass the outpatient screening:

Referral to CCS

Name of County: _____ Date: _____

Family's CCS application was forwarded to local CCS program ☐ Yes ☐ No

Referred for Diagnostic Evaluation

Name of Provider _____ Phone _____

Date of Appointment _____ Reason appointment not scheduled _____

Contact Information (Relative or Friend):

Name: _____ Phone: _____

Address: _____ Relationship: _____

This information is to be provided pursuant to Section 124119 of the California Health and Safety Code that requires you to report the results of audiological follow-up services provided through the California Newborn Hearing Screening Program.

DEPARTMENT OF HEALTH SERVICES

714 / 744 P STREET
P.O. BOX 942732
SACRAMENTO, CA 94234-7320
(916) 654-0499



December 31, 1999

CHDP Program Letter No. 99-11

TO: ALL COUNTY CHILD HEALTH AND DISABILITY PREVENTION (CHDP)
PROGRAM DIRECTORS, DEPUTY DIRECTORS, MEDICAL
CONSULTANTS, STATE CHILDREN'S MEDICAL SERVICES (CMS)
BRANCH STAFF AND REGIONAL OFFICE STAFF

SUBJECT: PROCEDURES FOR RESPONSE TO REFERRAL FOR FOLLOW UP
FROM THE NEWBORN HEARING SCREENING PROGRAM (NHSP)
HEARING COORDINATION CENTERS (HCCs)

BACKGROUND

As you are aware, the CMS Branch is continuing to work toward the implementation of the California NHSP. California's program includes a tracking and follow up component designed to ensure that infants with possible hearing loss are linked with essential services, including re-screening, diagnostic, medical and early intervention services in a timely manner. This critical component includes follow up to missed appointments implemented through the CHDP program. The goals of the NHSP are to identify hearing loss by three months of age and to link all infants with hearing loss to intervention services by six months of age. To meet the goals of the NHSP, follow up to missed appointments must occur in a timely fashion.

The following protocol was developed by CMS staff with the assistance of regional CHDP representatives and is provided for your information. This information will be presented for discussion at the California Children's Services/CHDP educational seminars scheduled in January.

POLICY AND POLICY IMPLEMENTATION

The process outlined below is designed to facilitate follow up to missed appointments within a time frame that allows the goals of the NHSP to be accomplished.

1. The HCC is responsible for the process of determining the need for referral to CHDP.

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- a. The HCC shall query the outpatient hearing screening provider or diagnostic evaluation provider for results of the hearing screening or diagnostic evaluation if results have not been received by 14 calendar days after the appointment date.
 - b. If the family has not kept any appointments and/or the provider has made three attempts to contact the family, the HCC will determine the need for referral to the CHDP program.
 - c. The HCC shall refer the family to the CHDP program for follow up by faxing the designated referral form and shall also notify the infant's primary care provider and the family (if possible) of the referral to the CHDP program.
 - d. The CHDP referral form shall contain the name of the infant, mother or other caregiver; date of birth of the infant; address and telephone number or message number of parent or caregiver; primary language spoken by the parent or caregiver; insurance status; primary care provider and telephone number; appointment history including name of the outpatient hearing screening provider or diagnostic evaluation provider; and any other information about the attempted contacts with the family.
2. The CHDP program shall respond to the referring HCC within one month of receiving the referral. The response shall include the action taken and outcome for follow up on infants whose families are identified by the HCC as needing assistance in accessing hearing screening or diagnostic evaluation for hearing loss. The process for responding to a referral from the HCC shall include the following:
 - a. The CHDP program shall receive a referral from the HCC for infants whose families have not kept appointments with the outpatient hearing screening provider or diagnostic evaluation provider.
 - b. The CHDP program shall have a system to track the referral received from the HCC.
 - c. The CHDP program shall initiate follow up to HCC referrals within two to five working days from the date of receipt of the referral.

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- d. The CHDP program shall contact the family of the referred infant to determine if:
 - (1) Assistance with scheduling an appointment for hearing screening or diagnostic evaluation for hearing loss is needed.
 - (2) Assistance with transportation to a hearing screening or diagnostic evaluation appointment is needed.
- e. The CHDP program shall educate the family about the importance of completing the hearing screening or diagnostic evaluation process.
- f. The CHDP program shall determine if the referred infant has kept the appointment for the hearing screening or diagnostic evaluation.
- g. If the family fails to keep the appointment, the local CHDP shall contact the family a second time and again offer assistance to the family with scheduling an appointment and/or transportation.
- h. A referral shall be complete when the local CHDP program has verified that:
 - (1) an appointment for the hearing screening or diagnostic evaluation was kept;
 - (2) there were two missed appointments;
 - (3) the family of the referred infant refuses further care through the California NHSP or the infant's failure to keep the appointment was due to an action or decision by the family;
 - (4) no contact with the family was made after two good faith efforts.
- 3. The CHDP program shall complete the CHDP referral form and fax the form to the appropriate HCC within one month of receiving the referral. Documentation shall include the following:
 - a. Date and type of contact(s) (face to face, telephone, mail) or reason for no contact(s).

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- b. Responsible person contacted.
- c. Type of assistance given (scheduling or transportation) and response.
- d. Date and time of appointment or rescheduled appointment for hearing screening or diagnostic evaluation.
- e. Hearing screening or diagnostic evaluation provider name and telephone number.
- f. Date appointment was kept or not kept and reason that appointment was missed.
- g. Updated family or primary care provider information.
- h. Information as to whether family declined appointment(s) or could not be located.

If the referral cannot be completed within one month of receipt of the referral because of the new appointment date or other factors, the CHDP program shall notify the referring HCC and report the status of the follow up and anticipated completion date.

If you have any questions, please contact David Banda, at (916) 323-8091.

ORIGINAL SIGNED BY MARIDEE A. GREGORY, M.D.

Maridee A. Gregory, M.D., Chief
Children's Medical Services Branch

Enclosures



California Newborn Hearing Screening Program

Diagnostic Audiologic Evaluation Reporting Form

Please complete this form and include a copy of provider intake form to report results. DO NOT attach waveforms, OAE printouts, audiograms or reports. Please FAX or mail this form to: the Hearing Coordination Center at xxx-xxx-xxxx (fax) or [Hearing Coordination Center Address] within seven days of the child's diagnostic evaluation. If the family does not appear for the appointment and you have difficulty rescheduling please contact the Hearing Coordination Center at (xxx) xxx-xxxx.

Infant's Name: _____ Date of Birth: _____ Date of Eval.: _____
AKA: _____ Gender: F M Birth Hospital: _____ WBN NICU
Primary Care Provider (PCP): _____ Phone: _____
Parent's Name (or Legal Guardian): _____ Phone: _____
Address: _____ Zip: _____

Test Results: Indicate all components that apply. **Diagnostic evaluations should be completed as per the California Infant Audiology Assessment Guidelines and the Joint Committee on Infant Hearing Year 2000 Position Statement.**

	RIGHT	LEFT
Average Hearing Level (500-2kHz)*	<input type="checkbox"/> Normal 0-20 dB <input type="checkbox"/> Mild 21-40 dB <input type="checkbox"/> Moderate 41-70 dB <input type="checkbox"/> Severe 71-90 dB <input type="checkbox"/> Profound 91+ dB	<input type="checkbox"/> Normal 0-20 dB <input type="checkbox"/> Mild 21-40 dB <input type="checkbox"/> Moderate 41-70 dB <input type="checkbox"/> Severe 71-90 dB <input type="checkbox"/> Profound 91+ dB
Type of Hearing Loss	<input type="checkbox"/> SNHL <input type="checkbox"/> CHL permanent <input type="checkbox"/> CHL transient <input type="checkbox"/> Mixed <input type="checkbox"/> Auditory dysynchrony <input type="checkbox"/> Not determined <input type="checkbox"/> Normal	<input type="checkbox"/> SNHL <input type="checkbox"/> CHL permanent <input type="checkbox"/> CHL transient <input type="checkbox"/> Mixed <input type="checkbox"/> Auditory dysynchrony <input type="checkbox"/> Not determined <input type="checkbox"/> Normal

*Per the Centers for Disease Control and Prevention reporting requirements

Discussion:

Amplification Status: Not Required Not Recommended Rec But Not Done/Pending Done Refused
Explain: _____

Other Diagnoses/Considerations:

Plan/Follow-up appts:

Referral to ENT: Date: _____ Physician: _____ Phone: _____

Referral to CCS: Date: _____ Application: ___ Request For Service: ___ County: _____

Referral to Early Start (1-866-505-9388): Date: _____ NHSP Packet Given to Parents: Yes No

Parent/Guardian refused services: Yes Refused by: _____ Date: _____

Parent/Guardian Contact Attempts: Document at least 3 attempts to contact the family.

1. contact: mail phone fax Date _____ Result _____
2. contact: mail phone fax Date _____ Result _____
3. contact: mail phone fax Date _____ Result _____

Audiology Provider _____ Phone _____ Fax _____

Audiologist Name (Print) _____ Signature _____ Lic. # _____

Please complete all information. Incomplete forms will be returned.

This information is to be provided pursuant to Section 124119 of the California Health and Safety Code that requires you to report the results of audiological follow-up services provided through the California Newborn Hearing Screening Program.

GEOGRAPHIC SERVICE AREA A

CCS APPROVED HOSPITALS	ADDRESS	CITY	ZIP	COUNTY	2003 BIRTHS
Alta Bates Medical Center	2450 Ashby Ave.	Berkeley	94705	Alameda	7332
Children's Hospital of Oakland	747 52nd St.	Oakland	94609	Alameda	
Eden Medical Center	20103 Lake Chabot Rd.	Castro Valley	94546	Alameda	1156
Kaiser Foundation Hospital	280 W. MacArthur Blvd.	Oakland	94611	Alameda	1
St. Rose Hospital	27200 Calaroga Ave.	Hayward	94545	Alameda	1330
Summit Medical Center - Hawthorne	350 Hawthorne Ave.	Oakland	94609	Alameda	3249
Valley Care Medical Center	5555 W. Los Positas Blvd.	Pleasanton	94588	Alameda	1337
Washington Hospital Healthcare System	2000 Mowry Ave.	Fremont	94538	Alameda	2698
John Muir Medical Center	1601 Ygnacio Valley Rd.	Walnut Creek	94598	Contra Costa	3192
Mad River Community Hospital	3800 Janes Rd.	Arcata	95521	Humboldt	420
Redwood Memorial Hospital	3300 Renner Drive	Fortuna	95540	Humboldt	375
St. Joseph Hospital	2700 Dolbeer Street	Eureka	95501	Humboldt	624
Marin General Hospital	250 Bon Air Rd.	Greenbrae	94902	Marin	1902
Mendocino Coast Hospital	700 River Rd.	Fort Bragg	95437	Mendocino	202
Ukiah Valley Medical Center	275 Hospital Dr.	Ukiah	95482	Mendocino	795
Community Hospital	23625 W.R. Holman Highway, P	Monterey	93942	Monterey	1334
George L. Mee Memorial Hospital	300 Canal St.	King City	93930	Monterey	541
Natividad Medical Center	1441 Constitution Blvd.	Salinas	93906	Monterey	3115
Salinas Valley Memorial Hospital	450 E. Romie Ln.	Salinas	93901	Monterey	1832
Hazel Hawkins Memorial Hospital	911 Sunset Dr.	Hollister	95023	San Benito	558
California Pacific Medical Center - West	3700 California Street	San Francisco	94118	San Francisco	5906
Kaiser Hospital - San Francisco	2425 Geary Blvd.	San Francisco	94115	San Francisco	2585
San Francisco General Hospital	1001 Potrero Ave.	San Francisco	94110	San Francisco	1236
St. Luke's Hospital	3555 Cesar Chavez St.	San Francisco	94110	San Francisco	1136
UCSF Hospital and Clinic	505 Parnassus Ave, Box 0374	San Francisco	94143-037	San Francisco	1796
Kaiser Hospital - Redwood City	1150 Veterans Blvd.	Redwood City	94063	San Mateo	1468
Mills Peninsula Hospital	1783 El Camino Real	Burlingame	94010	San Mateo	2377
Sequoia District Hospital	170 Alameda De Las Pulgas	Redwood City	94062	San Mateo	1186
Columbia Good Samaritan Hospital	2425 Samaritan Dr.	San Jose	95124	Santa Clara	2815
Community Hosp Los Gatos-Saratoga	815 Pollard Dr.	Los Gatos	95032	Santa Clara	1192

El Camino Hospital	2500 Grant Rd.	Mountain View	94039	Santa Clara	4523
Kaiser Hospital - Santa Clara	900 Kiely Blvd.	Santa Clara	95051	Santa Clara	3438
Lucille Packard Children's Hospital	725 Welch Rd.	Palo Alto	94304	Santa Clara	5215
O'Connor Hospital	2105 Forest Ave.	San Jose	95128	Santa Clara	3120
Regional Medical Center of San Jose	225 N. Jackson Ave.	San Jose	95116	Santa Clara	2704
Santa Clara Valley Medical Center	751 S. Bascom Ave.	San Jose	95128	Santa Clara	4882
Dominican Santa Cruz Hospital	1555 Soquel Dr.	Santa Cruz	95065	Santa Cruz	1180
Watsonville Community Hospital	75 Nielson St.	Watsonville	95076	Santa Cruz	1682
Kaiser Hospital - Vallejo	975 Sereno Dr.	Vallejo	94590	Solano	2439
Northbay Medical Center	1200 B. Gale Wilson Blvd.	Fairfield	94533	Solano	1521
Petaluma Valley Hospital	400 N. McDowell Blvd.	Petaluma	94954	Sonoma	517
Santa Rosa Memorial Hospital	1165 Montgomery Drive	Santa Rosa	95402	Sonoma	1315
Sonoma Valley District Hospital	347 Andrieux St.	Sonoma	95476	Sonoma	273
Sutter Medical Center of Santa Rosa	3325 Chanate Rd.	Santa Rosa	95402	Sonoma	1950

Total Births 88,449

GEOGRAPHIC SERVICE AREA B

CCS APPROVED HOSPITALS	ADDRESS	CITY	ZIP	COUNTY	2003 BIRTHS
Sutter Amador Hospital	810 Court St.	Jackson	95642	Amador	168
Enloe Hospital	1531 Esplanade Ave.	Chico	95926	Butte	1653
Feather River Hospital	5974 Pentz Rd.	Paradise	95969	Butte	603
Oroville Hospital	2767 Olive Highway	Oroville	95966	Butte	589
Barton Memorial Hospital	Fourth & South St.	South Lake Tahoe	95731	El Dorado	520
Marshall Hospital	Marshall Way	Placerville	95667	El Dorado	587
Fresno Community Hospital	Fresno & R St.	Fresno	93715	Fresno	6744
St. Agnes Hospital	1303 E. Herndon Ave.	Fresno	93710	Fresno	2740
University Medical Center	445 S. Cedar Ave.	Fresno	93702	Fresno	649
Children's Hospital Central California	9300 Valley Children's Place	Madera	93638	Madera	
Madera Community Hospital	1250 E. Almond Ave.	Madera	93637	Madera	1583
Mercy Medical Center, Merced	301 E. 13th St.	Merced	95340	Merced	2657
Sierra Nevada Memorial Hospital	155 Glasson Way	Grass Valley	95945	Nevada	477
Tahoe Forest Hospital	10121 Pine Ave.	Truckee	95734	Nevada	452
Sutter Auburn Faith Community Hospital	11815 Education St.	Auburn	95603	Placer	454
Kaiser Foundation Hospital	2025 Morse Ave.	Sacramento	95825	Sacramento	3769
Mercy General Hospital	4001 J. St.	Sacramento	95819	Sacramento	2729
Mercy Methodist Hospital of Sacramento	7500 Hospital Drive	Sacramento	95823	Sacramento	920
Mercy San Juan Hospital	6501 Coyle Ave.	Carmichael	95608	Sacramento	3077
Sutter Memorial Hospital	5151 F St.	Sacramento	95819	Sacramento	5019
UC Davis Medical Center	2315 Stockton Blvd.	Sacramento	95817	Sacramento	2470
Dameron Hospital	525 W. Acacia St.	Stockton	95203	San Joaquin	2615
Lodi Memorial Hospital	975 S. Fairmont Ave.	Lodi	95240	San Joaquin	1250
San Joaquin General Hospital	500 West Hospital Rd.	French Camp	95231	San Joaquin	2315
St. Joseph's Medical Center	1800 N. California St.	Stockton	95204	San Joaquin	1939
Sutter Tracy Community Hospital	1420 Tracy Blvd.	Tracy	95376	San Joaquin	651
Mercy Medical Center	2175 Rosaline St.	Redding	96001	Shasta	2026
Fairchild Hospital	818 S. Main St.	Yreka	96097	Siskiyou	208
Mercy Medical Center - Mt. Shasta	914 Pine Street	Mt. Shasta	96067	Siskiyou	165
Doctors Medical Center of Modesto	1441 Florida Ave.	Modesto	95350	Stanislaus	4571
Emanuel Hospital	825 Delbon Ave.	Turlock	95380	Stanislaus	1696
Memorial Hospital Association	1700 Coffee Rd.	Modesto	95353	Stanislaus	2432

Fremont Medical Center	970 Plumas St.	Yuba City	95991	Sutter	2173
St. Elizabeth Hospital	2550 Sister Mary Columba Dr.	Red Bluff	96080	Tehama	630
Kaweah Delta District Hospital	400 W. Mineral King Ave.	Visalia	93277	Tulare	3907
Sierra View District Hospital	465 W. Putnam Ave.	Porterville	93257	Tulare	1883
Tulare District Hospital	869 Cherry Ave.	Tulare	93274	Tulare	984
Sonora Regional Medical Center	1000 Greenley Road	Sonora	95370	Tuolumne	519
Woodland Memorial Hospital	1325 Cottonwood St.	Woodland	95695	Yolo	720

Total Births 68,544

GEOGRAPHIC SERVICE AREA C

CCS APPROVED HOSPITALS	ADDRESS	CITY	ZIP	COUNTY	2003 BIRTHS
El Centro Regional Medical Center	1415 Ross Ave.	El Centro	92243	Imperial	1306
Pioneers Memorial Hospital	207 West Legion Rd.	Brawley	92227	Imperial	1481
Northern Inyo Hospital	150 Pioneer Ln.	Bishop	93514	Inyo	175
Mammoth Hospital	185 Sierra Park Rd.	Mammoth Lakes	93546	Mono	116
Desert Regional Medical Center	1150 N. Indian Canyon Dr.	Palm Springs	92262	Riverside	2593
Parkview Community Hospital Med Ctr	3865 Jackson St.	Riverside	92503	Riverside	1674
Riverside Community Hospital	4445 Magnolia Ave.	Riverside	92501	Riverside	3584
Riverside County Regional Med Ctr	26520 Cactus Avenue	Moreno Valley	92555	Riverside	1928
Community Hospital of San Bernardino	1805 Medical Center Dr.	San Bernardino	92411	San Bernardino	2356
Kaiser Permanente Fontana Med Ctr	9961 Sierra Ave.	Fontana	92335	San Bernardino	3926
Loma Linda Univ Med Ctr & Children's Hos	11234 Anderson	Loma Linda	92354	San Bernardino	2553
Redlands Community Hospital	350 Terracina Blvd.	Redlands	92373	San Bernardino	2199
San Antonio Community Hospital	999 San Bernardion Rd.	Upland	91786	San Bernardino	2342
Arrowhead Regional Medical Center	400 N. Pepper Ave.	San Bernardino	92324	San Bernardino	2775
St. Bernardine Medical Center	2101 N. Waterman Ave.	San Bernardino	92404	San Bernardino	2709
Children's Hosp & Health Ctr - San Diego	8001 Frost Street	San Diego	92123	San Diego	
Kaiser Foundation Hospital - San Diego	4647 Zion Ave.	San Diego	92120	San Diego	4463
Palomar Medical Center	555 E. Valley Parkway	Escondido	92025	San Diego	4072
Paradise Valley Hospital	2400 E. 4th St.	National City	91950	San Diego	1795
Scripps Memorial Hospital - Chula Vista	435 H St.	Chula Vista	91910	San Diego	2097
Scripps Memorial Hospital - La Jolla	9888 Genesee Ave.	La Jolla	92037	San Diego	3952
Scripps Mercy Hospital	4077 Fifth Ave.	San Diego	92103	San Diego	2281
Sharp Chula Vista Medical Center	751 Medical Center Ct.	Chula Vista	91911	San Diego	2772
Sharp Grossmont Hospital	5555 Grossmont Center Dr.	La Mesa	91941	San Diego	3043
Sharp Mary Birch Hospital for Women	3003 Health Center Dr.	San Diego	92123	San Diego	7260
Tri-City Medical Center	4002 Vista Way	Oceanside	92054	San Diego	3188
UCSD Medical Center	200 West Arbor Dr.	San Diego	92103	San Diego	2753

Total Births 69,393

GEOGRAPHIC SERVICE AREA D

CCS APPROVED HOSPITALS	ADDRESS	CITY	ZIP	COUNTY	2003 BIRTHS
California Medical Center	1401 S. Grand Ave.	Los Angeles	90015	Los Angeles	4480
Citrus Valley Med Ctr - Queen of Valley	1115 S. Sunset Ave.	West Covina	91790	Los Angeles	4872
Garfield Medical Center	525 N. Garfield Ave.	Monterey Park	91754	Los Angeles	3685
Huntington Memorial Hospital	100 W. California Blvd.	Pasadena	91109	Los Angeles	3912
LAC/USC Medical Center	1240 N. Mission Rd.	Los Angeles	90033	Los Angeles	1480
Long Beach Memorial Medical Center	2801 Atlantic Ave.	Long Beach	90806	Los Angeles	5318
Martin Luther King/Drew Medical Center	12021 S. Wilmington Ave.	Los Angeles	90059	Los Angeles	724
Methodist Hospital of Southern Calif.	300 W. Huntington Dr.	Arcadia	91007	Los Angeles	1851
Pomona Valley Hospital Medical Center	1798 N. Garey Ave.	Pomona	91767	Los Angeles	6483
Presbyterian Intercommunity Hospital	12401 E. Washington Blvd.	Whittier	90602	Los Angeles	3670
San Gabriel Valley Medical Center	218 S. Santa Anita St.	San Gabriel	91776	Los Angeles	1988
St. Francis Medical Center	3630 East Imperial Highway	Lynwood	90262	Los Angeles	5813
St. Mary Medical Center	1050 Linden Ave.	Long Beach	90813	Los Angeles	2380
Suburban Medical Center	16453 S. Colorado Ave.	Paramount	90723	Los Angeles	2938
White Memorial Medical Center	1720 Cesar E. Chavez Ave.	Los Angeles	90033	Los Angeles	3218
Anaheim Memorial Medical Center	1111 W. La Palma Ave.	Anaheim	92803	Orange	2405
Children's Hospital of Orange County	2200 W. LaVeta Street	Orange	92668	Orange	
Fountain Valley Regional Hospital	17100 Euclid Ave.	Fountain Valley	92708	Orange	4180
Hoag Memorial Hospital	301 Newport Blvd.	Newport Beach	92663	Orange	4777
Mission Hospital	27700 Medical Court Rd.	Mission Viejo	92691	Orange	2936
Placentia Linda Hospital	1301 Rose Dr.	Placentia	92670	Orange	900
South Coast Medical Center	31872 Coast Highway	Laguna Beach-South	92677	Orange	511
St. Joseph Hospital	1100 W. Stewart Dr.	Orange	92668	Orange	4562
St. Jude Medical Center	101 E. Valencia Mesa Dr.	Fullerton	92635	Orange	2245
UC Irvine Medical Center	101 City Drive South	Orange	92668	Orange	1374
Western Medical Center - Santa Ana	1001 N. Tustin	Santa Ana	92701	Orange	3420

Total Births 80,122

GEOGRAPHIC SERVICE AREA E

CCS APPROVED HOSPITALS	ADDRESS	CITY	ZIP	COUNTY	2003 BIRTHS
Bakersfield Memorial Hospital	420 34th St.	Bakersfield	93303	Kern	2314
Delano Regional Medical Center	1401 Garces Highway	Delano	93215	Kern	1101
Kern Medical Center	1830 Flower St.	Bakersfield	93305	Kern	3991
Ridgecrest Regional Hospital	1081 N. China Lake Blvd.	Ridgecrest	93555	Kern	462
San Joaquin Community Hospital-FBC	2615 Eye St.	Bakersfield	93301	Kern	1481
Antelope Valley Hospital	1600 West Ave.	Lancaster	93534	Los Angeles	4968
Cedars Sinai Medical Center	8700 Beverly Blvd.	Los Angeles	90048	Los Angeles	7130
Centinela Hospital Medical Center	555 E. Hardy St.	Inglewood	90307	Los Angeles	2485
Childrens Hospital Los Angeles	4650 Sunset Blvd.	Los Angeles	90027	Los Angeles	
Daniel Freeman Memorial Hospital	333 N. Prairie Ave.	Inglewood	90301	Los Angeles	1774
Encino/Tarzana Regional Medical Cntr	18321 Clark St.	Tarzana	91356	Los Angeles	3427
Glendale Adventist Medical Center	1509 E. Wilson Terrace	Glendale	91206	Los Angeles	2410
Glendale Memorial Hospital & Health Ctr	1420 S. Central	Glendale	91204	Los Angeles	1842
Hospital of the Good Samaritan	616 S. Witmer St.	Los Angeles	90017	Los Angeles	3596
Kaiser Hospital - LA, Sunset	4867 Sunset Blvd.	Los Angeles	90027	Los Angeles	2387
Kaiser Hospital - Panorama City	13652 Cantara St.	Panorama City	91402	Los Angeles	1789
Kaiser Hospital - West LA	6041 Cadillac Ave.	Los Angeles	90034	Los Angeles	1502
Kaiser Hospital - Woodland Hills	5601 De Soto Ave.	Woodland Hills	91367	Los Angeles	1849
LAC Harbor - UCLA Medical Center	1000 W. Carson St.	Torrance	90509	Los Angeles	941
Little Company of Mary Hospital	4101 Torrance Blvd.	Torrance	90503	Los Angeles	3001
Little Company of Mary - San Pedro	1300 W. 7th St.	San Pedro	90732	Los Angeles	816
Northridge Hospital Medical Center	18300 Roscoe Blvd.	Northridge	91328	Los Angeles	2660
Olive View - UCLA Medical Center	14445 Olive View Dr.	Sylmar	91342	Los Angeles	917
Pacifica Hospital of the Valley	9449 San Fernando Road	Sun Valley	91352	Los Angeles	912
Providence St. Joseph Medical Center	501 S. Buena Vista	Burbank	91505	Los Angeles	2273
Queen of Angels/Hollywood Presbyter. Me	1300 N. Vermont Ave.	Los Angeles	90027	Los Angeles	4193
Santa Monica - UCLA Medical Center	1250 16th St.	Santa Monica	90404	Los Angeles	1945
St. John's Health Center	1328 22nd St.	Santa Monica	90404	Los Angeles	1439
Torrance Memorial Medical Center	3330 Lomita Blvd.	Torrance	90505	Los Angeles	4050
UCLA Medical Center	10833 Le Conte Ave.	Los Angeles	90024	Los Angeles	1810
Valley Presbyterian Hospital	15107 Vanowen St.	Van Nuys	91405	Los Angeles	3460
French Hospital Medical Center	1911 Johnson Ave.	San Luis Obispo	93401	San Luis Obispo	762
Sierra Vista Regional Medical Center	1010 Murray Ave.	San Luis Obispo	93401	San Luis Obispo	1017

Twin Cities Community Hospital	1100 Las Tablas Rd.	Templeton	93465	San Luis Obispo	622
Lompoc Health Care District	508 E. Hickory Ave.	Lompoc	93436	Santa Barbara	534
Marian Medical Center	1400 E. Church St.	Santa Maria	93454	Santa Barbara	2710
Santa Barbara Cottage Hospital	Pueblo at Bath St.	Santa Barbara	93105	Santa Barbara	2352
Comm Mem Hosp of San Buena Ventura	Loma Vista at Brent	Ventura	93003	Ventura	3248
Los Robles Regional Medical Center	215 W. Janss Rd.	Thousand Oaks	91360	Ventura	2106
Simi Valley Hospital & Healthcare Svcs	2975 N. Sycamore Dr.	Simi Valley	93065	Ventura	638
St. John's Regional Medical Center	1600 N. Rose Ave.	Oxnard	93030	Ventura	2129
Ventura County Medical Center	3281 Loma Vista Rd.	Ventura	93003	Ventura	2030

Total Births 91,073

Total CCS Hospital Births 397,581

Total California Births 541,834

**California Newborn Hearing Screening Program
Certified Inpatient Infant Hearing Screening Providers**

Hospital Name	City	County	HCC*
Alta Bates Medical Center	Berkeley	Alameda	BAC
Children's Hospital of Oakland	Oakland	Alameda	BAC
Eden Medical Center	Castro Valley	Alameda	BAC
Kaiser Hospital – Oakland	Oakland	Alameda	BAC
St. Rose Hospital	Hayward	Alameda	BAC
Summit Medical Center	Oakland	Alameda	BAC
Valley Care Medical Center	Pleasanton	Alameda	BAC
Washington Hospital	Fremont	Alameda	BAC
Sutter Amador Hospital	Jackson	Amador	NECC
Enloe Hospital	Chico	Butte	NECC
Feather River Hospital	Paradise	Butte	NECC
Oroville Hospital	Oroville	Butte	NECC
John Muir Medical Center	Walnut Creek	Contra Costa	BAC
Barton Memorial Hospital	South Lake Tahoe	El Dorado	NECC
Marshall Hospital	Placerville	El Dorado	NECC
Fresno Community Hospital	Fresno	Fresno	NECC
St. Agnes Hospital	Fresno	Fresno	NECC
University Medical Center	Fresno	Fresno	NECC
Mad River Community Hospital	Arcata	Humboldt	BAC
Redwood Memorial Hospital	Fortuna	Humboldt	BAC
St. Joseph Hospital	Eureka	Humboldt	BAC
El Centro Regional Medical Center	El Centro	Imperial	SEC
Pioneers Memorial Hospital	Brawley	Imperial	SEC
Northern Inyo Hospital	Bishop	Inyo	SEC
Bakersfield Memorial Hospital	Bakersfield	Kern	SC
Delano Regional Medical Center	Delano	Kern	SC
Kern Medical Center	Bakersfield	Kern	SC
Ridgecrest Community Hospital	Ridgecrest	Kern	SC
San Joaquin Community Hospital	Bakersfield	Kern	SC
Antelope Valley Hospital	Lancaster	Los Angeles	SC
California Medical Center	Los Angeles	Los Angeles	SC
Cedars Sinai Medical Center	Los Angeles	Los Angeles	SC
Centinela Hospital Medical Center	Inglewood	Los Angeles	SC
Children's Hospital Los Angeles	Los Angeles	Los Angeles	SC
Citrus Valley Medical Center	West Covina	Los Angeles	SC

**California Newborn Hearing Screening Program
Certified Inpatient Infant Hearing Screening Providers**

Hospital Name	City	County	HCC*
Encino-Tarzana Regional Medical Center	Tarzana	Los Angeles	SC
Garfield Medical Center	Monterey Park	Los Angeles	SC
Glendale Adventist Medical Center	Glendale	Los Angeles	SC
Glendale Memorial Hospital	Glendale	Los Angeles	SC
Hollywood Presbyterian Medical Center	Los Angeles	Los Angeles	SC
Hospital of the Good Samaritan	Los Angeles	Los Angeles	SC
Huntington Memorial Hospital	Pasadena	Los Angeles	SC
Kaiser Hospital – LA, Sunset	Los Angeles	Los Angeles	SC
Kaiser Hospital – Panorama City	Panorama City	Los Angeles	SC
Kaiser Hospital – West LA	Los Angeles	Los Angeles	SC
Kaiser Hospital – Woodland Hills	Woodland Hills	Los Angeles	SC
LAC Harbor-UCLA Medical Center	Torrance	Los Angeles	SC
LAC/USC Medical Center	Los Angeles	Los Angeles	SC
Little Company of Mary Hospital	Torrance	Los Angeles	SC
Little Company of Mary - San Pedro	San Pedro	Los Angeles	SC
Long Beach Memorial Medical Center	Long Beach	Los Angeles	SC
Martin Luther King-Drew Medical Center	Los Angeles	Los Angeles	SC
Methodist Hospital of Southern California	Arcadia	Los Angeles	SC
Northridge Hospital Medical Center	Northridge	Los Angeles	SC
Olive View-UCLA Medical Center	Sylmar	Los Angeles	SC
Pacifica Hospital of the Valley	Sun Valley	Los Angeles	SC
Pomona Valley Hospital Medical Center	Pomona	Los Angeles	SC
Presbyterian Intercommunity Hospital	Whittier	Los Angeles	SC
Providence St. Joseph Medical Center	Burbank	Los Angeles	SC
San Gabriel Valley Medical Center	San Gabriel	Los Angeles	SC

**California Newborn Hearing Screening Program
Certified Inpatient Infant Hearing Screening Providers**

Hospital Name	City	County	HCC*
Santa Monica-UCLA Medical Center	Santa Monica	Los Angeles	SC
St. Francis Medical Center	Lynwood	Los Angeles	SC
St. Mary Medical Center	Long Beach	Los Angeles	SC
Suburban Medical Center	Paramount	Los Angeles	SC
Torrance Memorial Medical Center	Torrance	Los Angeles	SC
UCLA Medical Center	Los Angeles	Los Angeles	SC
Valley Presbyterian Hospital	Van Nuys	Los Angeles	SC
White Memorial Medical Center	Los Angeles	Los Angeles	SC
Children's Hospital Central California	Madera	Madera	NECC
Madera Community Hospital	Madera	Madera	NECC
Marin General Hospital	Greenbrae	Marin	BAC
Mendocino Coast Hospital	Fort Bragg	Mendocino	BAC
Ukiah Valley Medical Center	Ukiah	Mendocino	BAC
Mercy Medical Center, Merced	Merced	Merced	NECC
Mammoth Hospital	Mammoth Lakes	Mono	SEC
Community Hospital	Monterey	Monterey	BAC
George L. Mee Memorial Hospital	King City	Monterey	BAC
Natividad Medical Center	Salinas	Monterey	BAC
Salinas Valley Memorial Hospital	Salinas	Monterey	BAC
Sierra Nevada Memorial Hospital	Grass Valley	Nevada	NECC
Tahoe Forest Hospital	Truckee	Nevada	NECC
Anaheim Memorial Medical Center	Anaheim	Orange	SC
Children's Hospital Orange County	Orange	Orange	SC
Fountain Valley Regional Hospital	Fountain Valley	Orange	SC
Hoag Memorial Hospital	Newport Beach	Orange	SC
Mission Hospital	Mission Viejo	Orange	SC
Placentia Linda Hospital	Placentia	Orange	SC
St. Joseph Hospital	Orange	Orange	SC
St. Jude Medical Center	Fullerton	Orange	SC
UC Irvine Medical Center	Orange	Orange	SC
Western Medical Center	Santa Ana	Orange	SC

**California Newborn Hearing Screening Program
Certified Inpatient Infant Hearing Screening Providers**

Hospital Name	City	County	HCC*
Sutter Auburn Faith Community Hospital	Auburn	Placer	NECC
Desert Regional Medical Center	Palm Springs	Riverside	SEC
Parkview Community Hospital Medical Center	Riverside	Riverside	SEC
Riverside Community Hospital	Riverside	Riverside	SEC
Riverside County Regional Medical Center	Moreno Valley	Riverside	SEC
Kaiser Foundation Hospital	Sacramento	Sacramento	NECC
Mercy General Hospital	Sacramento	Sacramento	NECC
Mercy Methodist Hospital of Sacramento	Sacramento	Sacramento	NECC
Mercy San Juan Hospital	Carmichael	Sacramento	NECC
Sutter Memorial Hospital	Sacramento	Sacramento	NECC
UC Davis Medical Center	Sacramento	Sacramento	NECC
Hazel Hawkins Memorial Hospital	Hollister	San Benito	BAC
Arrowhead Regional Medical Center	San Bernardino	San Bernardino	SEC
Community Hospital of San Bernardino	San Bernardino	San Bernardino	SEC
Kaiser Hospital – Fontana	Fontana	San Bernardino	SEC
Loma Linda University Hospital	Loma Linda	San Bernardino	SEC
Redlands Community Hospital	Redlands	San Bernardino	SEC
San Antonio Community Hospital	Upland	San Bernardino	SEC
St. Bernardine Medical Center	San Bernardino	San Bernardino	SEC
Children’s Hospital San Diego	San Diego	San Diego	SEC
Grossmont Hospital	La Mesa	San Diego	SEC
Kaiser Hospital-San Diego	San Diego	San Diego	SEC
Mercy Hospital and Medical Center	San Diego	San Diego	SEC
Palomar Medical Center	Escondido	San Diego	SEC
Paradise Valley Hospital	National City	San Diego	SEC
Scripps Hospital – Chula Vista	Chula Vista	San Diego	SEC
Scripps Memorial Hospital - La Jolla	La Jolla	San Diego	SEC
Sharp Chula Vista Medical Center	Chula Vista	San Diego	SEC
Sharp Mary Birch Hospital	San Diego	San Diego	SEC

**California Newborn Hearing Screening Program
Certified Inpatient Infant Hearing Screening Providers**

Hospital Name	City	County	HCC*
Tri-City Medical Center	Oceanside	San Diego	SEC
UCSD Medical Center	San Diego	San Diego	SEC
California Pacific Medical Center – West	San Francisco	San Francisco	BAC
Kaiser Hospital – San Francisco	San Francisco	San Francisco	BAC
San Francisco General Hospital	San Francisco	San Francisco	BAC
St. Luke's Hospital	San Francisco	San Francisco	BAC
UCSF Hospital	San Francisco	San Francisco	BAC
Dameron Hospital	Stockton	San Joaquin	NECC
Lodi Memorial Hospital	Lodi	San Joaquin	NECC
San Joaquin General Hospital	French Camp	San Joaquin	NECC
St. Joseph's Medical Center	Stockton	San Joaquin	NECC
Sutter Tracy Community Hospital	Tracy	San Joaquin	NECC
French Hospital Medical Center	San Luis Obispo	San Luis Obispo	SC
Sierra Vista Regional Medical Center	San Luis Obispo	San Luis Obispo	SC
Twin Cities Community Hospital	Templeton	San Luis Obispo	SC
Kaiser Hospital – Redwood City	Redwood City	San Mateo	BAC
Mills Peninsula Hospital	Burlingame	San Mateo	BAC
Sequoia District Hospital	Redwood City	San Mateo	BAC
Lompoc Health Care District	Lompoc	Santa Barbara	SC
Marian Medical Center	Santa Maria	Santa Barbara	SC
Santa Barbara Cottage Hospital	Santa Barbara	Santa Barbara	SC
Community Hospital Los Gatos	Los Gatos	Santa Clara	BAC
El Camino Hospital	Mountain View	Santa Clara	BAC
Good Samaritan Hospital	San Jose	Santa Clara	BAC
Kaiser Hospital – Santa Clara	Santa Clara	Santa Clara	BAC
Lucile Packard Children's Hospital	Palo Alto	Santa Clara	BAC
O'Connor Hospital	San Jose	Santa Clara	BAC
Regional Medical Center of San Jose	San Jose	Santa Clara	BAC
Santa Clara Valley Medical Center	San Jose	Santa Clara	BAC
Dominican Santa Cruz Hospital	Santa Cruz	Santa Cruz	BAC
Watsonville Community Hospital	Watsonville	Santa Cruz	BAC
Mercy Medical Center	Redding	Shasta	NECC

**California Newborn Hearing Screening Program
Certified Inpatient Infant Hearing Screening Providers**

Hospital Name	City	County	HCC*
Fairchild Medical Center	Yreka	Siskiyou	NECC
Mercy Medical Center – Mt. Shasta	Mt. Shasta	Siskiyou	NECC
Kaiser Hospital – Vallejo	Vallejo	Solano	BAC
NorthBay Medical Center	Fairfield	Solano	BAC
Petaluma Valley Hospital	Petaluma	Sonoma	BAC
Santa Rosa Memorial Hospital	Santa Rosa	Sonoma	BAC
Sonoma Valley District Hospital	Sonoma	Sonoma	BAC
Sutter Medical Center of Santa Rosa	Santa Rosa	Sonoma	BAC
Doctors Medical Center	Modesto	Stanislaus	NECC
Emanuel Hospital	Turlock	Stanislaus	NECC
Memorial Hospital Association	Modesto	Stanislaus	NECC
Fremont Medical Center	Yuba City	Sutter	NECC
St. Elizabeth Hospital	Red Bluff	Tehama	NECC
Kaweah Delta District Hospital	Visalia	Tulare	NECC
Sierra View District Hospital	Porterville	Tulare	NECC
Tulare District Hospital	Tulare	Tulare	NECC
Sonora Regional Medical Center	Sonora	Tuolumne	NECC
Community Memorial Hospital of San Buena Ventura	Ventura	Ventura	SC
Los Robles Regional Medical Center	Thousand Oaks	Ventura	SC
Simi Valley Hospital	Simi Valley	Ventura	SC
St. John's Regional Medical Center	Oxnard	Ventura	SC
Ventura County Medical Center	Ventura	Ventura	SC
Woodland Memorial Hospital	Woodland	Yolo	NECC

*** HCC – Hearing Coordination Center**

BAC – Bay Area/Coastal

NECC – Northeastern/Central California

SC – Southern California

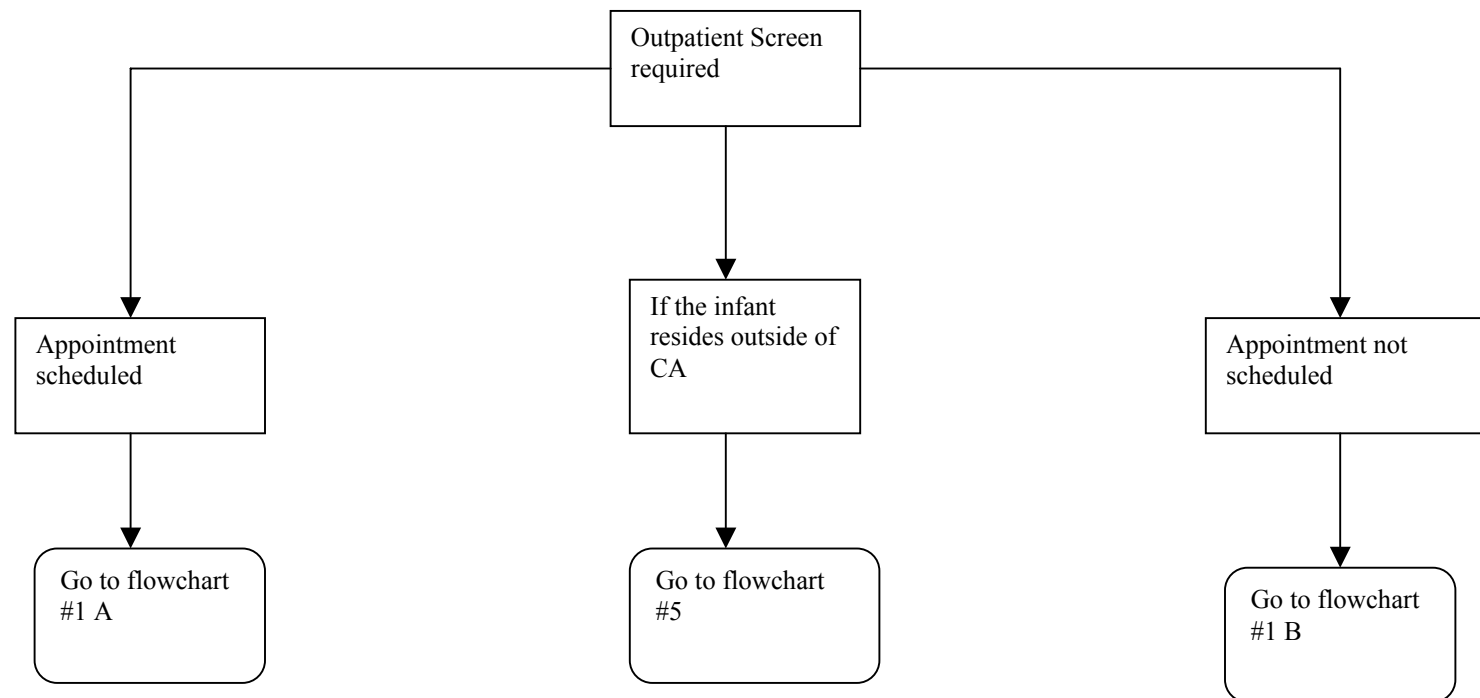
SEC – South-Eastern California

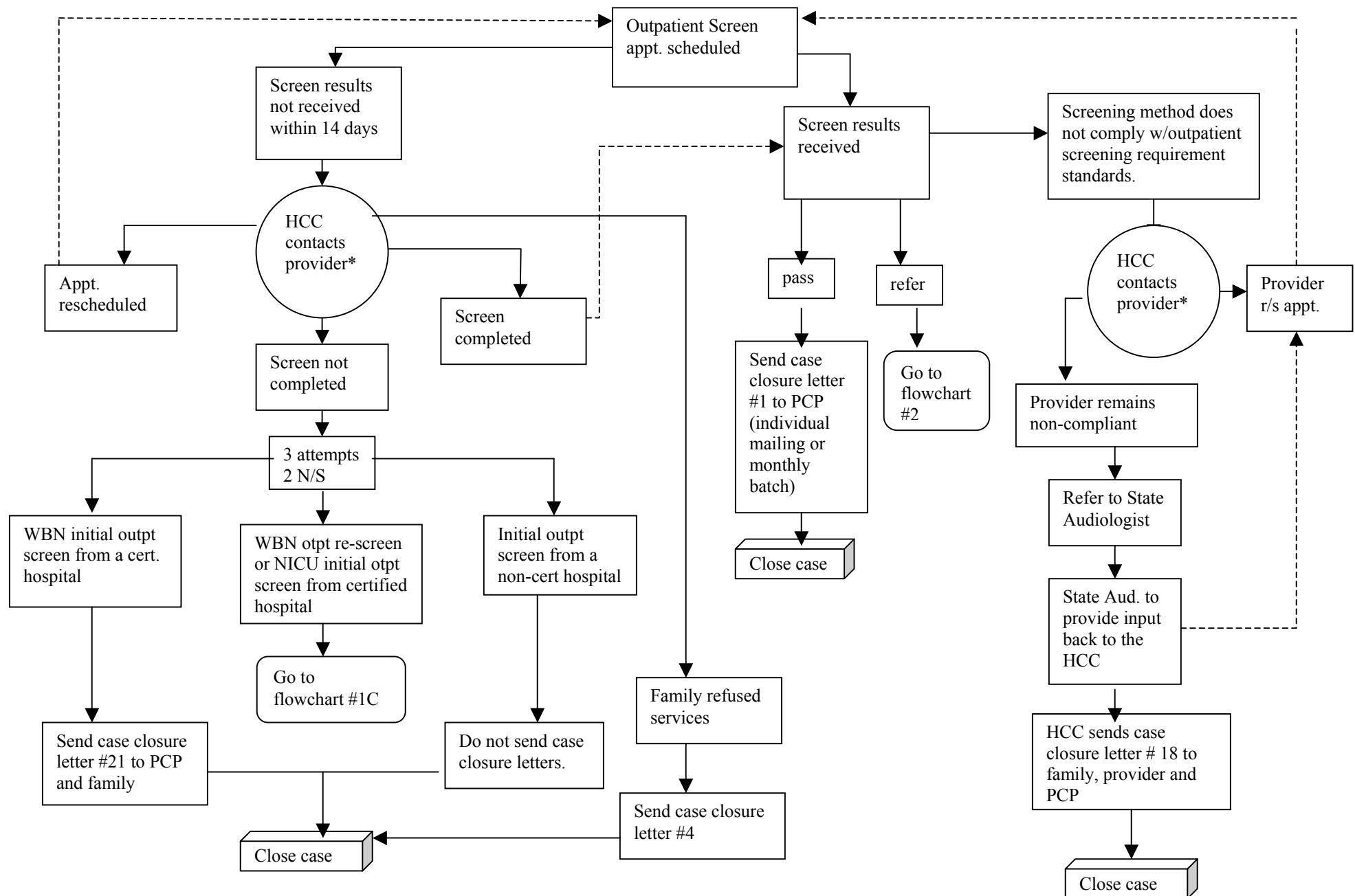


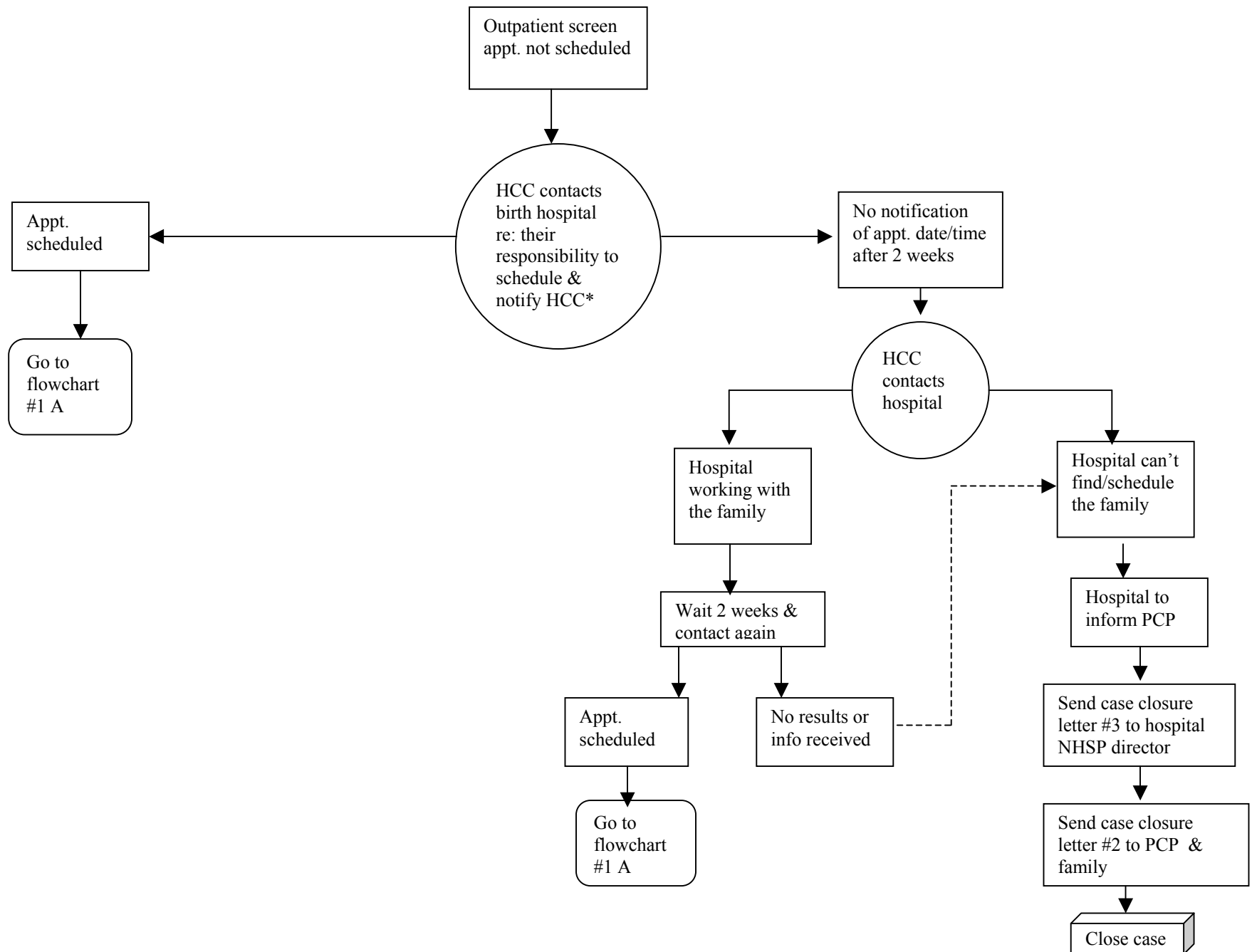
Hearing Coordination Center

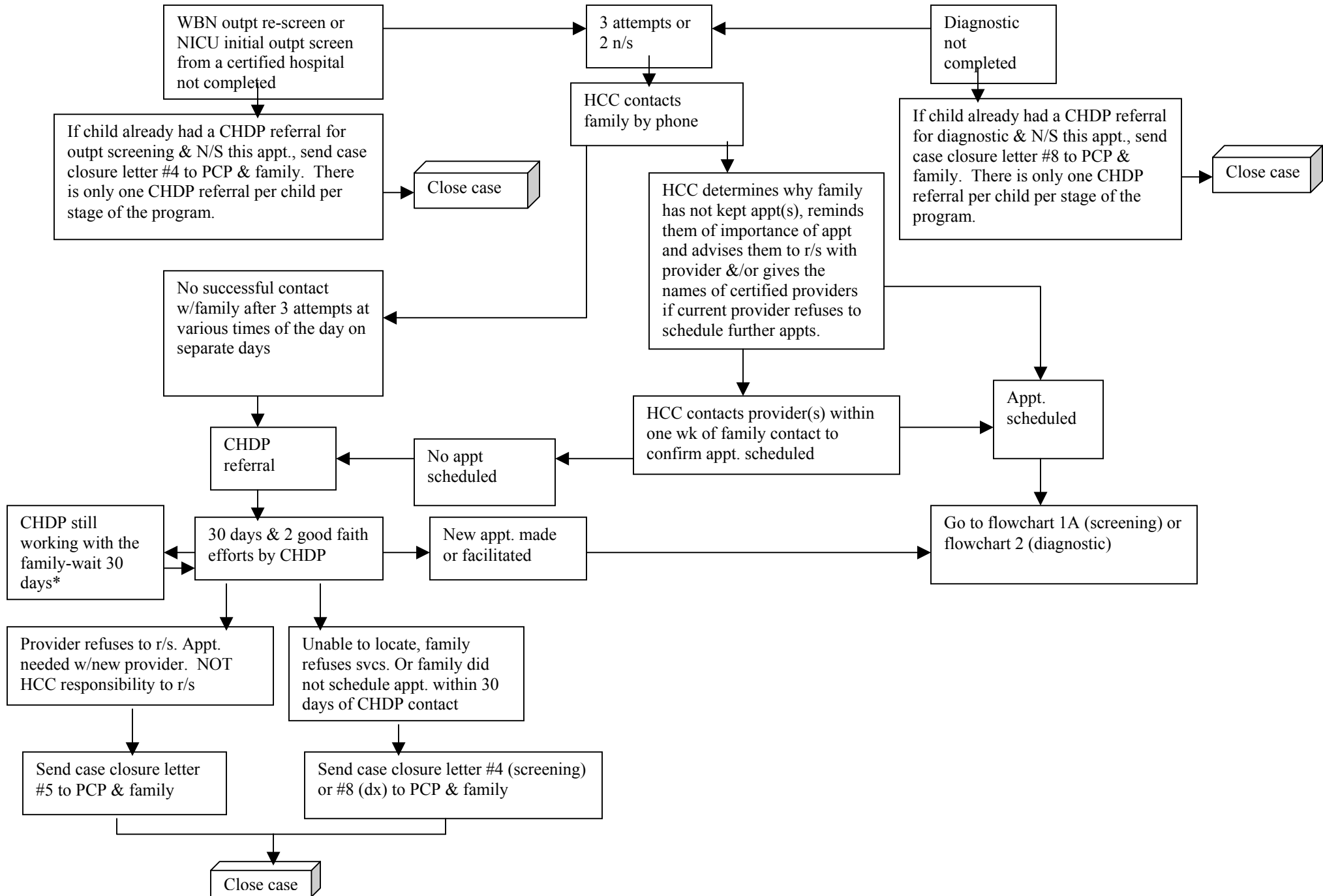
Tracking and Monitoring Procedure Manual

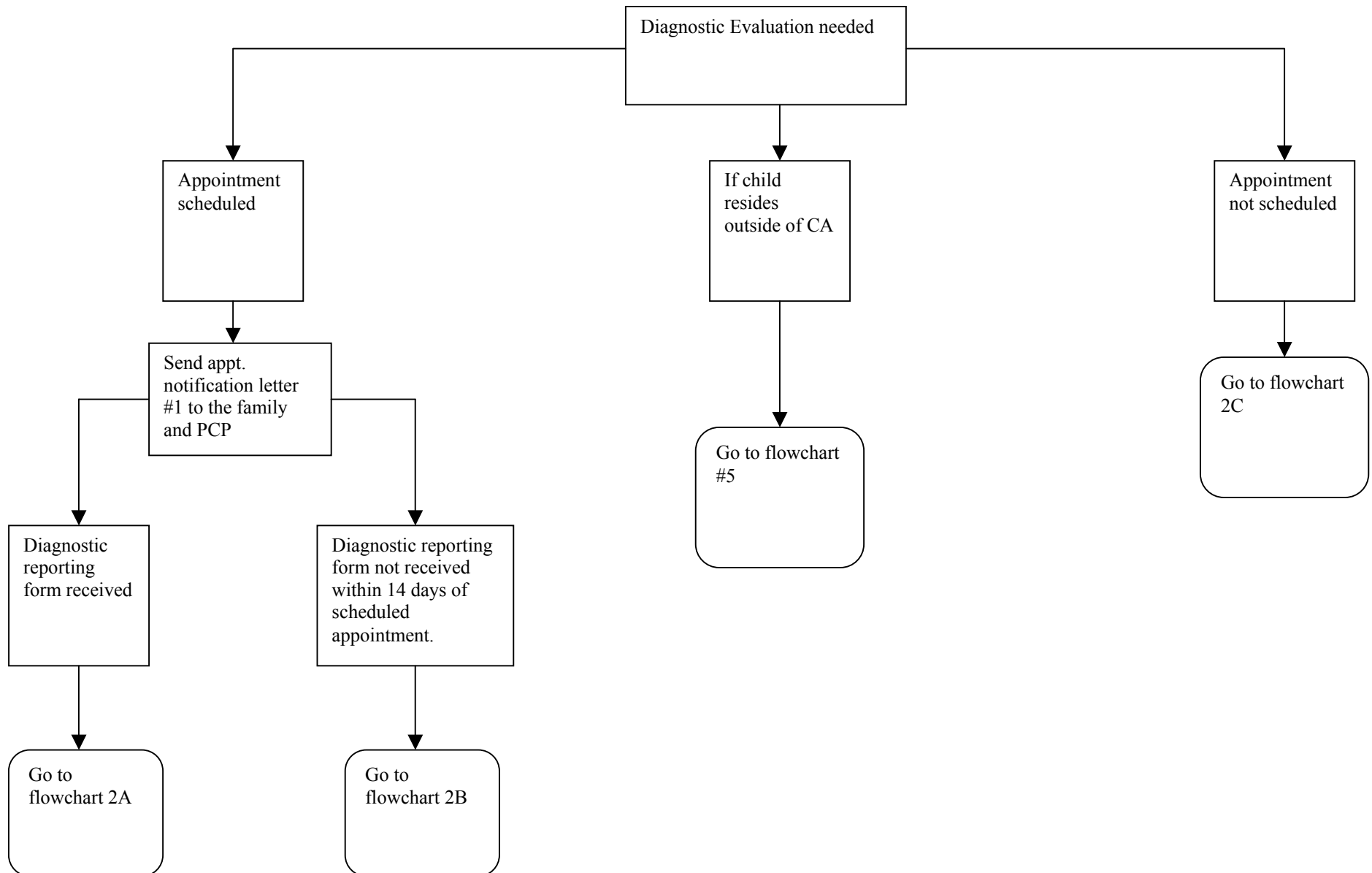
**Department of Health Services
Children's Medical Services Branch
MS 8100
P.O. Box 997413
Sacramento, CA 95899-7413**



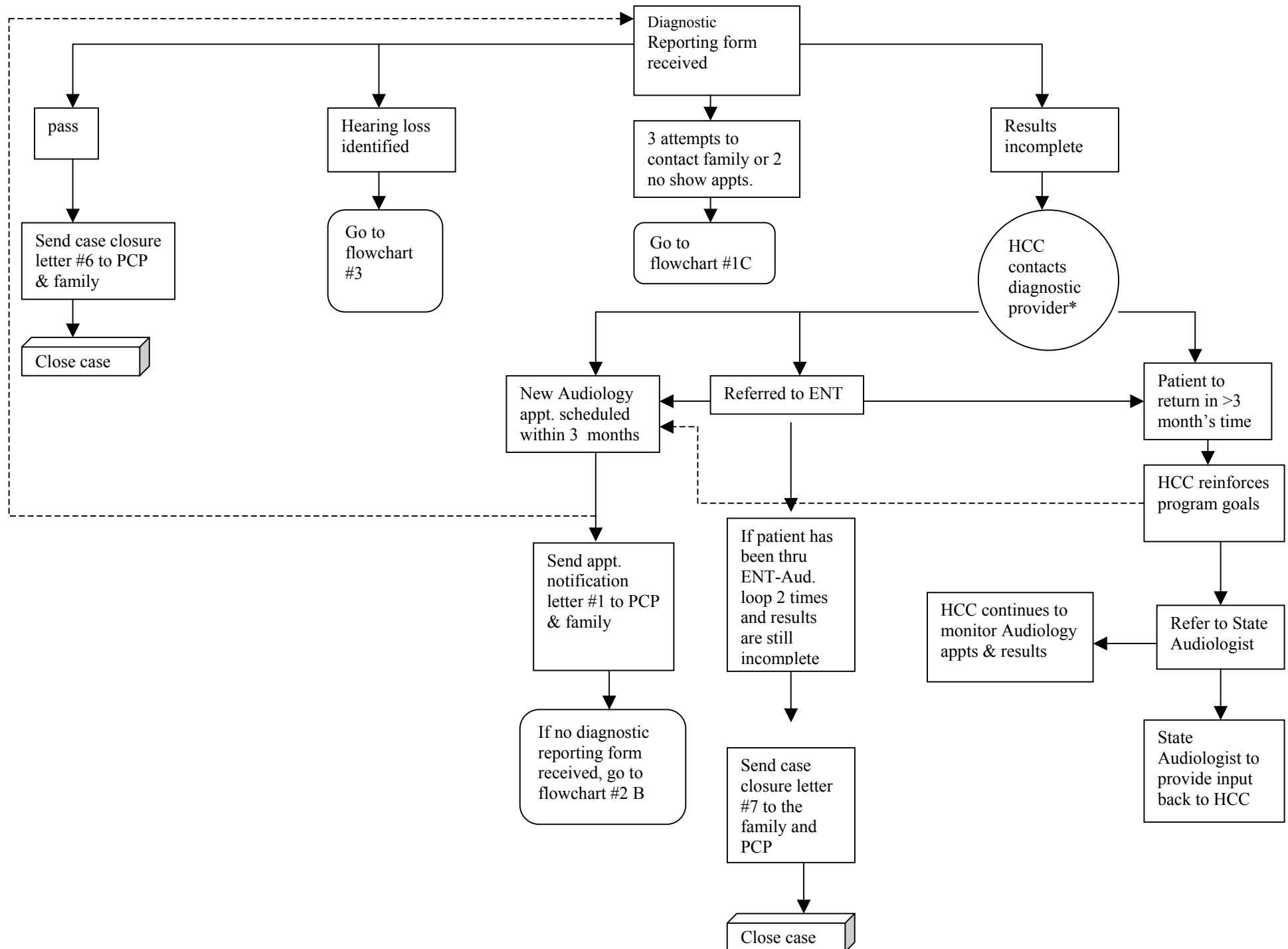


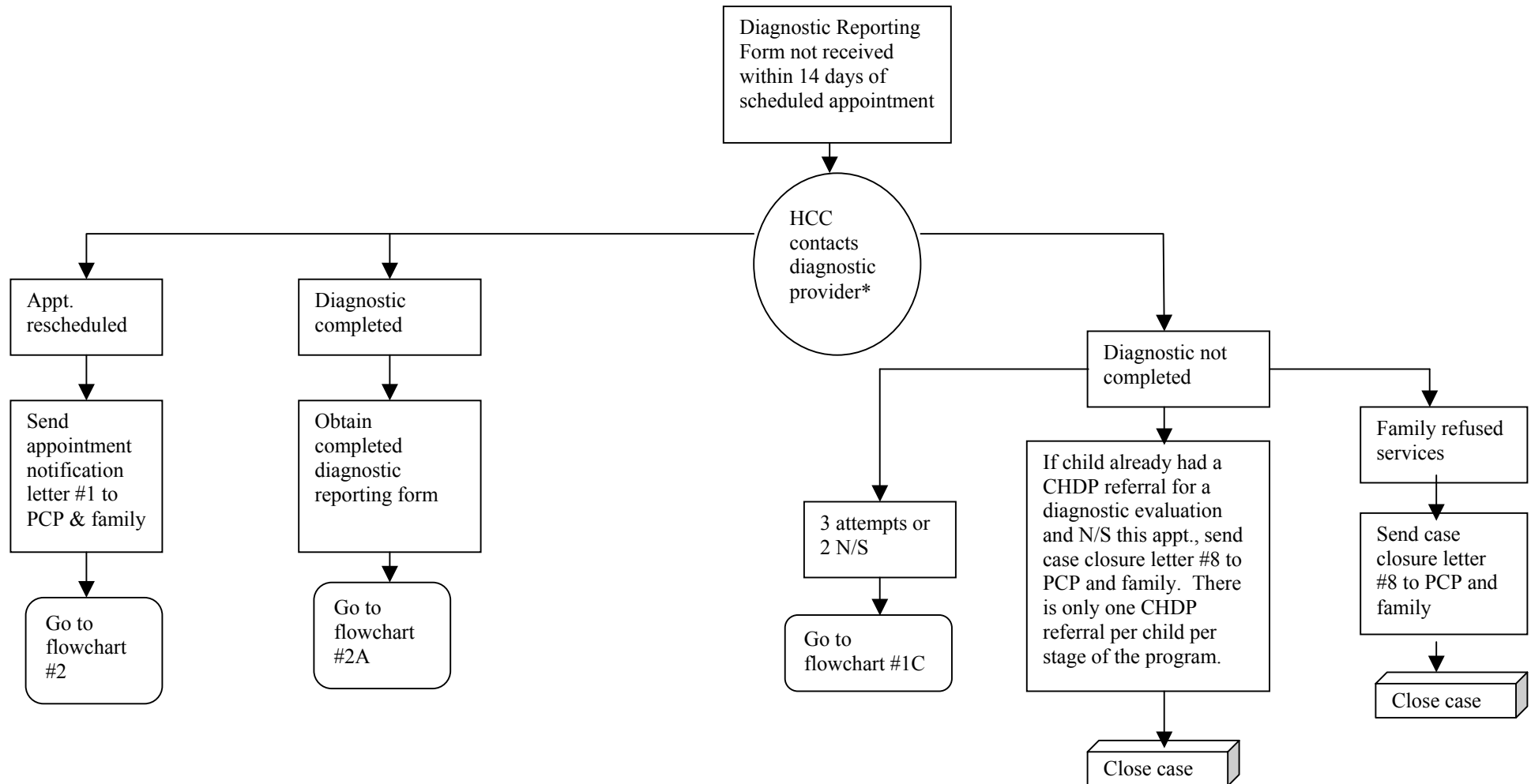


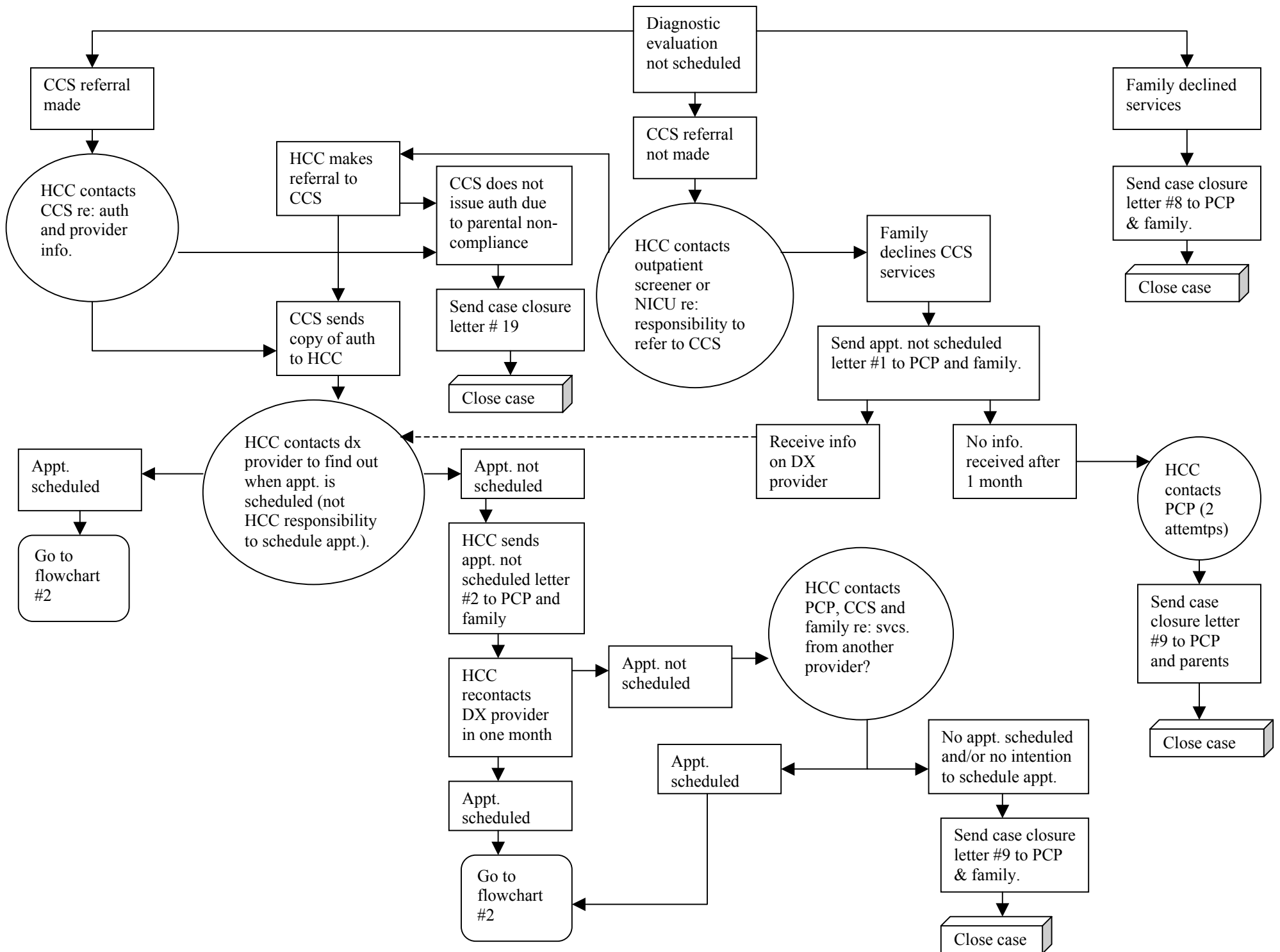


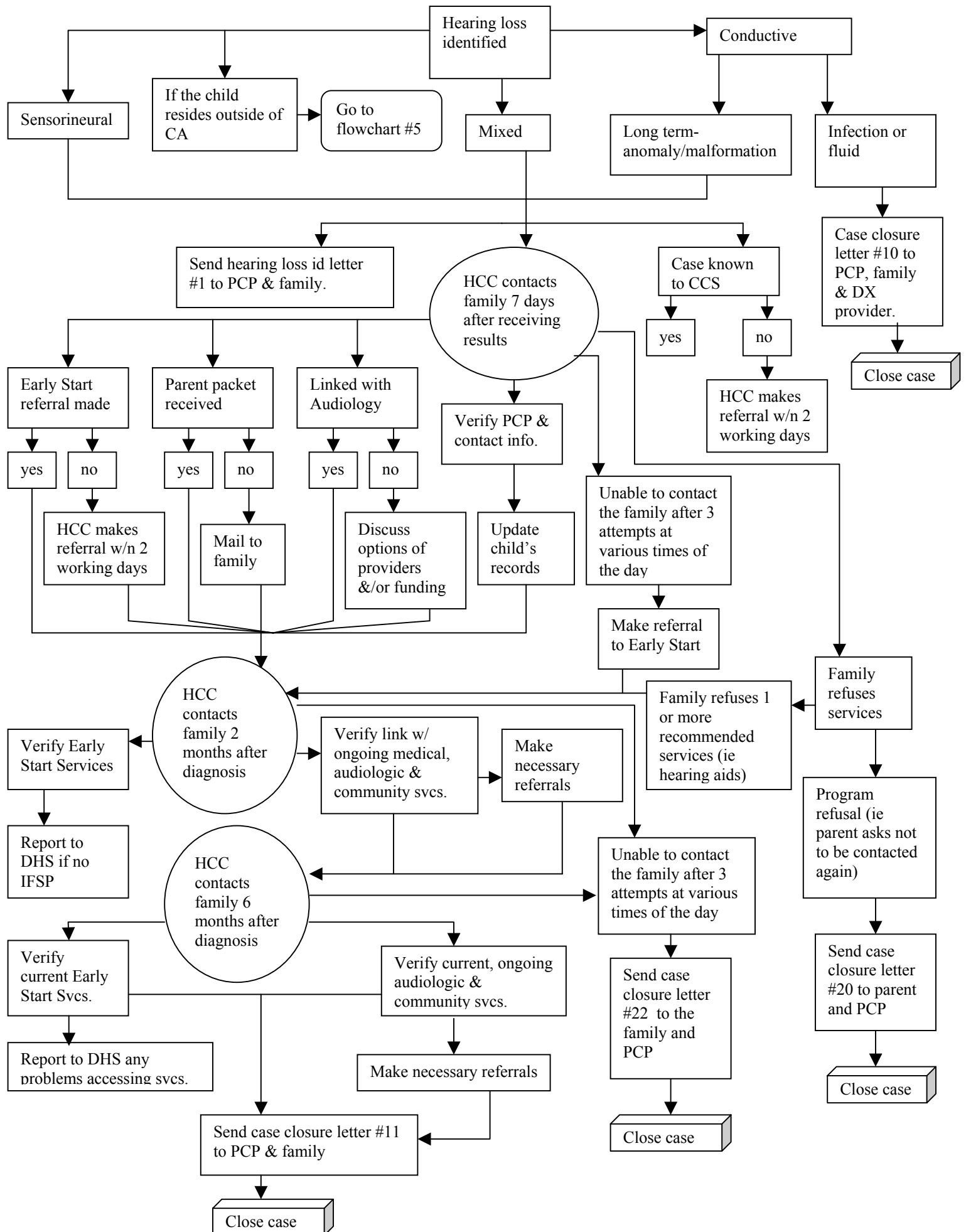


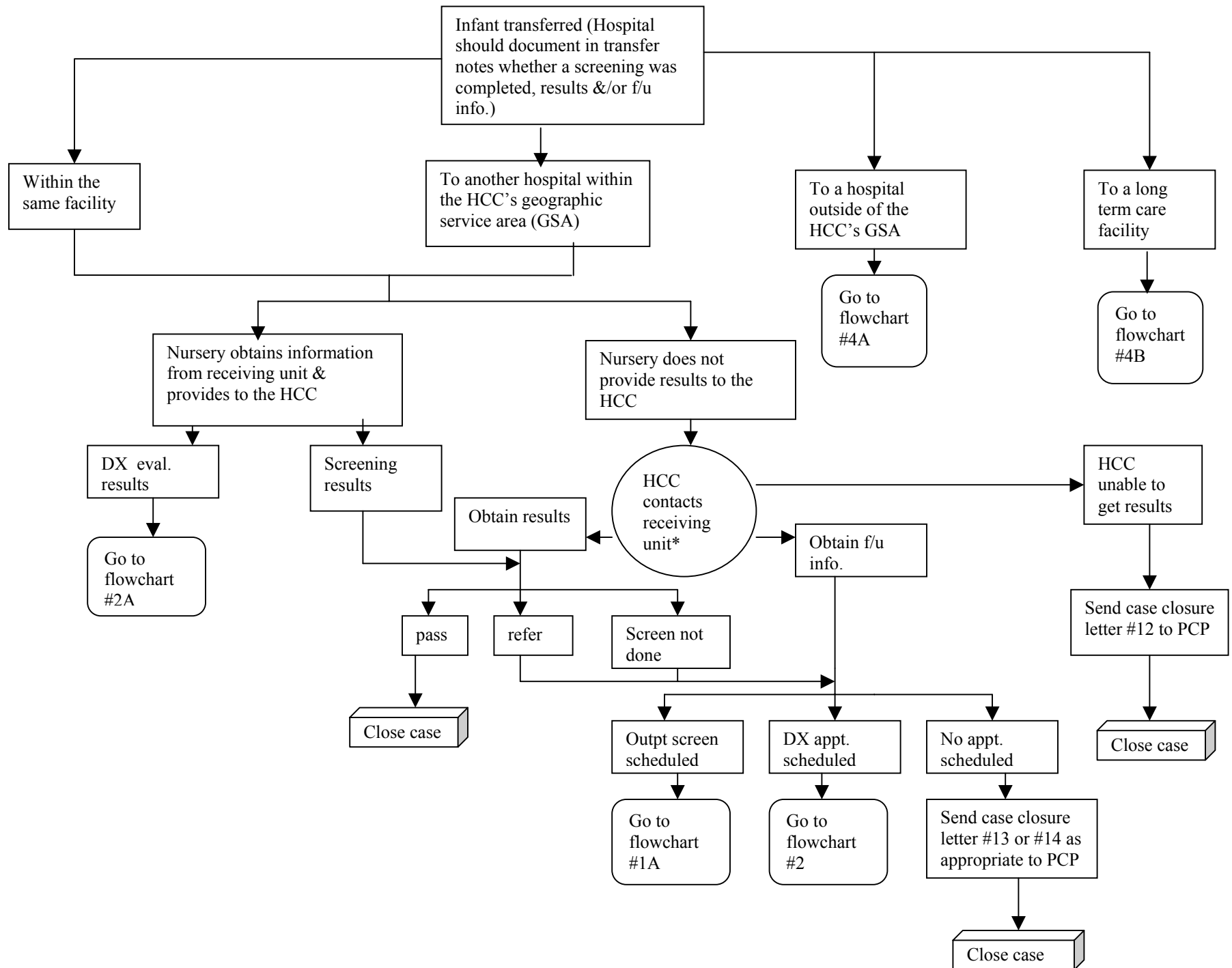
Flowchart #2A-Diagnostic Evaluation Needed-Diagnostic Reporting Form Received

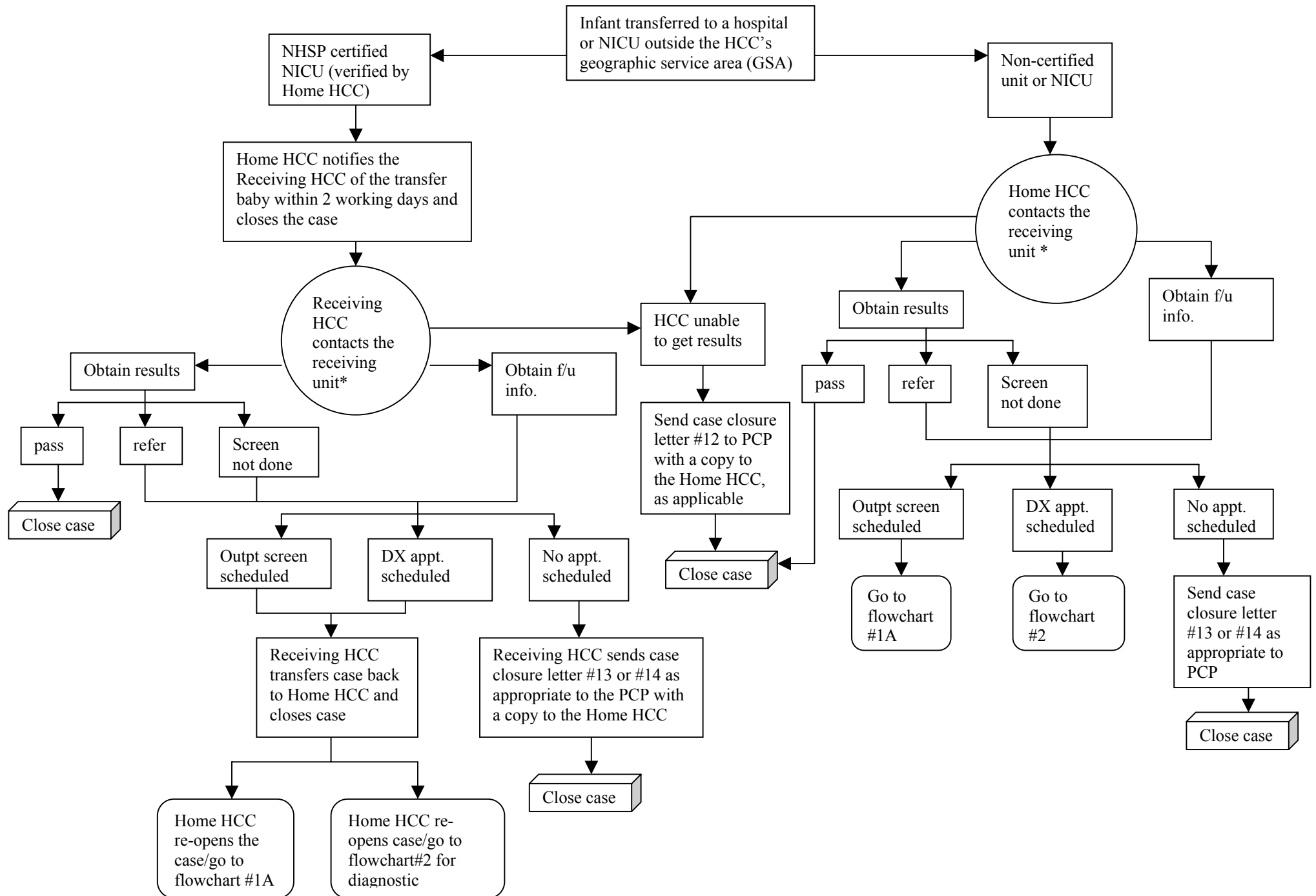


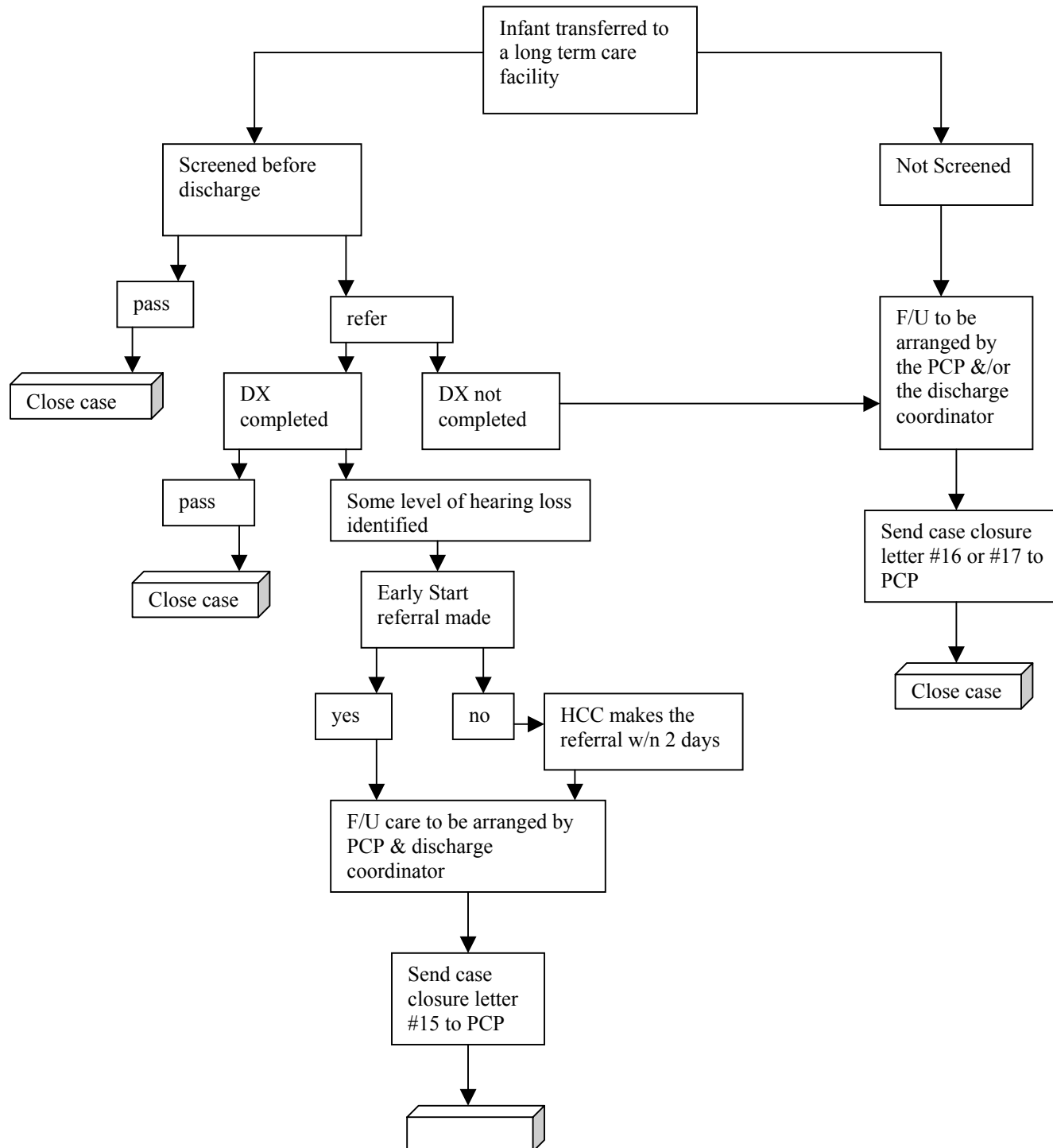


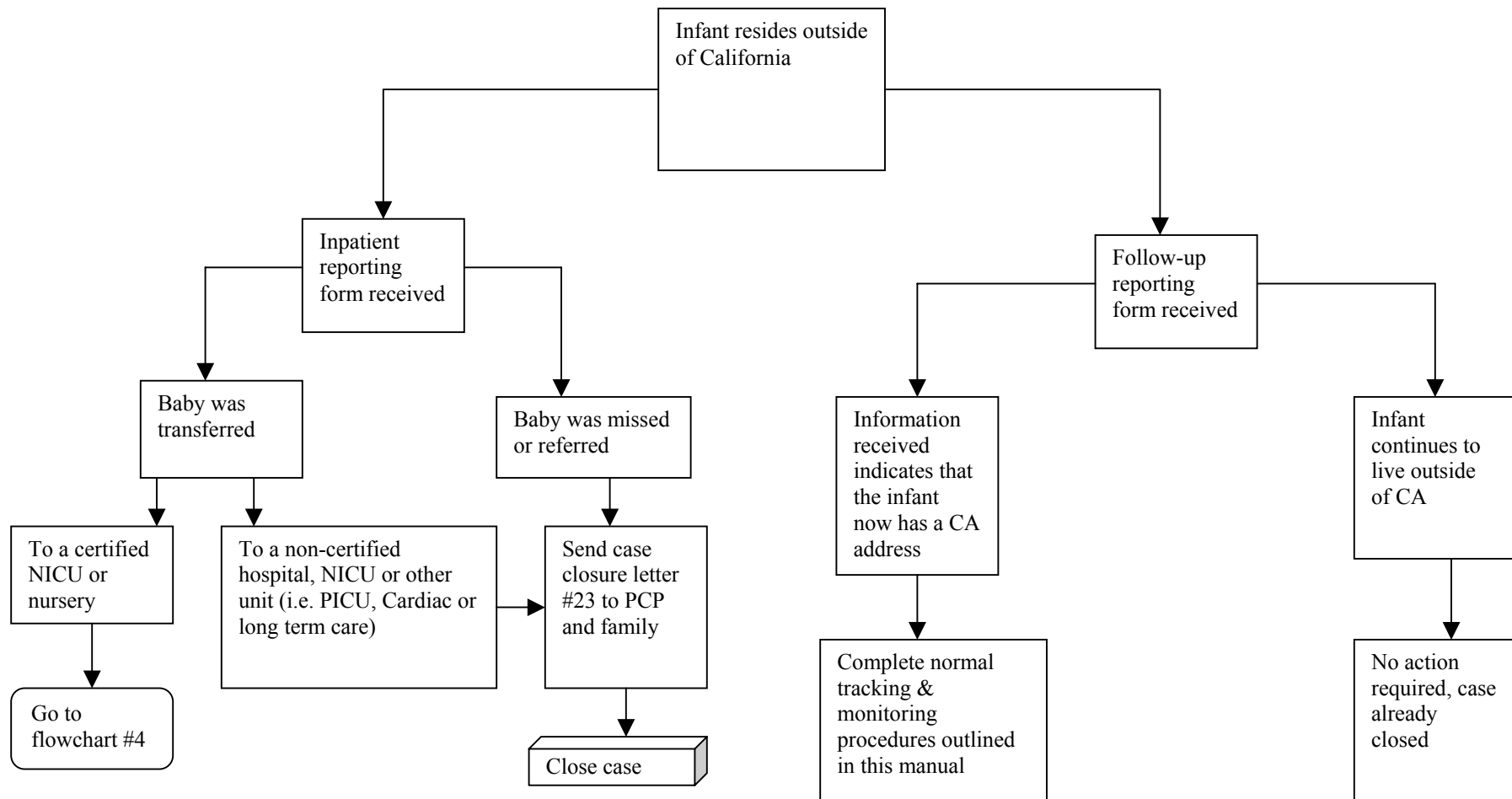












All letters should contain the baby's name, date of birth and results as appropriate. Each letter should be tailored for the specific situation.

Case Closure letters

Case closure letter #1 –(Letter to PCP)

- Flowchart #1A, 2A
 - Pass screening
 - Should inform the reader of the date of birth, date of screening and results.
 - Include a reference to late onset or progressive hearing loss

Case closure letter #2 – (Letter to PCP and family)

- Flowchart #1B
 - No appointment scheduled for OP Screen
 - Should include information on transferring the responsibility of monitoring the patient's follow up to the PCP and the parents. It is not the responsibility of the HCC to schedule appointments.
 - Include a reference to an enclosed list of certified outpatient screening providers in their area, should they chose to schedule the screening.
 - HCC will close the case, but will reopen if further results are received

Case closure letter #3 - (Letter to hospital NHSP Director)

- Flowchart #1B
 - No appointment scheduled for OP Screen
 - Should include information on the hospital's responsibility to schedule the outpatient screening and mention hospital medico-legal liability for this child.
 - The responsibility for scheduling follow-up appointment belongs to hospital and PCP
 - Include a reference to an enclosed list of certified outpatient screening providers in their area, should they chose to schedule the screening.
 - HCC will close the case, but will reopen if further results are received

Case closure letter #4 – (Letter to PCP and family)

- Flowchart #1A, 1C
 - Unable to locate family or family refuses outpatient screening services
 - Include Ages and Stages (for families who refused)
 - Include information on transferring the responsibility of monitoring the patient's follow up to the PCP and the parents. It is not the responsibility of the HCC to schedule appointments.
 - Should contain a reference to an enclosed list of certified outpatient screening providers in their area, should they chose to schedule the screening.
 - Encourage families to come back in to the system
 - HCC will close the case, but will reopen if further results are received

Case closure letter #5 – (Letter to PCP and family)

- Flowchart #1A, 1C, 2B
 - Outpatient screen or Diagnostic provider refuses to reschedule the patient due to excess no-shows or non-compliance
 - Include information on transferring the responsibility for monitoring the patient's follow up to the PCP and the parents. It is not the responsibility of the HCC to schedule appointments.
 - Include reference to a list of enclosed certified outpatient screening providers or Communication Disorders Centers in their area as appropriate.
 - HCC will close the case, but will reopen if further results are received

Case closure letter #6 – (Letter to PCP and family)

- Flowchart #2A
 - Pass DX evaluation
 - Observation of communication milestones
 - Include a reference to late onset or progressive hearing loss
 - Include Ages and Stages in family letter

Case closure letter #7 – (Letter to PCP, family and audiologist)

- Flowchart #2A
 - Repeated diagnostic referrals between the audiologist and ENT
 - Emphasize need for complete results of diagnostic evaluation
 - Emphasize the importance of Early Intervention services for children identified with hearing loss to improve their communication abilities
 - Transfer responsibility for assuring access to appropriate services to family, PCP, and audiology provider
 - HCC will close the case, but will reopen if complete diagnostic results are received.

Case closure letter #8 – (Letter to PCP and family)

- Flowchart #1C, 2B, 2C
 - Unable to locate family or family refuses diagnostic evaluation services
 - Include Ages and Stages for families who refused services
 - Include reference to a list of enclosed Communication Disorders Centers in their area for both families and PCP.
 - Encourage families to come back in to the system
 - Transfer responsibility for scheduling diagnostic appointment to PCP and family. It is not the responsibility of the HCC to schedule appointments.
 - HCC will close case, but will reopen if results of a diagnostic evaluation are received.

Case closure letter #9 – (Letter to PCP and family)

- Flowchart #2C
 - No response to Appointment Not Scheduled Letter #1 or #2
 - Have received no response to prior letter requesting information about appointment or no appointment has been scheduled to date
 - Emphasize importance of a comprehensive audiology evaluation
 - Include reference to a list of enclosed Communication Disorders Centers in their area for both families and PCP.
 - Transfer the responsibility for scheduling diagnostic appointment and assuring access to appropriate services to PCP and family
 - HCC will close case, but will reopen if results of diagnostic evaluation are received.

Case closure letter #10 – (Letter to PCP and family)

- Flowchart #3
 - Conductive hearing loss
 - Include diagnostic results and recommendations
 - Include reference that ongoing infection or middle ear fluid may cause language delays, need to monitor development carefully. If the child is not following normal language development outlined in the Ages and Stages brochure, he/she may be eligible for special services.
 - Emphasize the need to follow provider recommendations
 - Include Ages and Stages (in parents copy)
 - HCC will not continue to track this child.

Case closure letter #11 – (Letter to PCP and family)

- Flowchart #3
 - six months post diagnosis of hearing loss
 - Include child's current status with audiology, medical care and early intervention services

- Indicate that the child has successfully completed the tracking and monitoring phase of the NHSP.
- Emphasize the importance of continuing audiology, medical and early intervention services.
- The HCC will no longer be contacting the family or providers regarding baby

Case closure letter #12-(Letter to PCP)

- Flowchart #4
 - HCC is unable to get screening results on a transferred baby
 - Indicate attempts were made to obtain screening results
 - Indicate that without the records, the results of the screening or whether a screening was completed is unknown
 - Emphasize that the PCP needs to facilitate a screening appt. if they've not been screened or if they had a refer result
 - HCC will close the case, but will reopen if screening results are received.

Case closure letter #13-(Letter to PCP)

- Flowchart #4
 - No f/u screening scheduled for a transfer baby
 - Indicate the results of original screening, if done
 - Emphasize the need for completion of screening process
 - Indicate PCP's responsibility for facilitating the f/u screening
 - HCC will close the case, but will reopen if results are received (N/A if infant resides outside of California)

Case closure letter #14-(Letter to PCP)

- Flowchart #4
 - DX appt. not scheduled for transfer baby
 - Indicate results of original screening
 - Emphasize the need for completion of DX evaluation
 - Indicate the PCP's responsibility for facilitating DX evaluation
 - HCC will close the case, but will reopen if further results are received (N/A if infant resides outside of California)

Case closure letter #15-(Letter to PCP)

- Flowchart #4
 - child in long-term care facility with some level of hearing loss identified
 - Indicate results of DX evaluation
 - Indicate when Early Start referral was made and by whom (provider vs. HCC)
 - Emphasize the need for the PCP to ongoing follow-up services
 - HCC will not track the baby while in long-term care

Case closure letter #16-(Letter to PCP)

- Flowchart #4
 - child in long-term care facility that was not screened before hospital discharge
 - Indicate that the child has not undergone a hearing screening
 - Emphasize the need for hearing screening
 - Indicate the PCP's responsibility for facilitating hearing screening
 - Indicate that the HCC will not track the baby while in long-term care

Case closure letter #17-(Letter to PCP)

- Flowchart #4
 - child in long-term care facility that did not complete a diagnostic evaluation prior to hospital discharge
 - Include results of the original screening
 - Indicate the need for a complete DX eval
 - Emphasize the importance of the DX eval
 - Indicate the PCP's responsibility for facilitating the DX evaluation
 - Indicate that the HCC will not track the baby while in long-term care

Case closure letter #18-(Letter to family, PCP and screening provider)

- Flowchart #1A
 - Child was screened with a method other than what is acceptable under the California Newborn Hearing Screening Outpatient Infant Hearing Screening Provider Standards
 - Emphasize the methods of hearing screening that meet California Standards.
 - HCC will close the case, but will reopen if results consistent with program protocols are received
 - Transfer responsibility for appropriate follow-up to the PCP and family
 - Include a list of certified outpatient infant hearing screening providers

Case closure letter #19-(Letter to family and PCP)

- Flowchart #2C
 - Child referred on inpatient (NICU) or outpatient screening and requires a diagnostic evaluation
 - Referral was made to CCS
 - Parents are refusing CCS services either directly or indirectly by not signing the program application
 - Transfer the responsibility for scheduling diagnostic appointment and assuring access to appropriate services to PCP and family
 - HCC will close the case, but will reopen if results of a diagnostic evaluation are received.

Case closure letter #20-(Letter to family and PCP)

- Flowchart #3
 - Parents of a child with confirmed hearing loss are refusing assistance from the HCC in the follow up process
 - Transfer the responsibility for assuring access to appropriate services to the PCP and family.
 - HCC will close the case, but will reopen if the family requests assistance and the child is less than twelve months of age.

Case closure letter #21-(Letter to family and PCP)

- Flowchart #1A
 - Child was not screened as an inpatient
 - Transfer responsibility for assuring access to appropriate services to the PCP and family
 - HCC will close the case, but will reopen if screening results are received
 - Include a list of certified Outpatient Infant Hearing Screening Providers

Case closure letter #22-(Letter to family and PCP)

- Flowchart #3
 - Child with confirmed hearing loss
 - Unable to contact family after repeated attempts by the HCC
 - Report child's status with respect to Early Start and audiologic services if known
 - Transfer responsibility for assuring access to appropriate services to the PCP and family
 - HCC will no longer track the child's progress and will close the case

Case closure letter #23-(Letter to family and PCP)

- Flowchart #5
 - Child resides outside of CA
 - Provide results of screening if known
 - HCC will not track the progress of the infant
 - Transfer responsibility for assuring access to appropriate services to the PCP and family

Appointment notification letters

Appointment notification letter # 1- (letter to family, PCP,)

- Flowcharts #2, 2A, 2B and 4
 - DX Evaluation appointment pending

- Reference screening results
 - Inform re location, and provider of DX Evaluation appointment
 - Encourage families to contact the provider to determine/confirm date and time of appointment if unknown
 - Emphasize the importance of keeping the appointment
 - Reference referral to CCS, if the baby is a California resident
 - Reference prior authorization requirements if the patient is using private insurance
-

Appointment not scheduled letters

Appointment Not Scheduled letter #1 – (Letter to PCP and family)

- Flowchart #2C
 - No DX evaluation appointment scheduled and family declines CCS services
 - Include results of screening to date
 - Family declined CCS services
 - Emphasize that an appointment needs to be scheduled
 - Emphasize importance of comprehensively evaluating the hearing
 - Notify the HCC of the DX evaluation appointment and provider
 - Disclosure is required by law (in PCP letter)

Appointment Not Scheduled letter #2 – (Letter to PCP and family)


- Flowchart #2C
 - No DX evaluation appointment scheduled with identified provider
 - Include results of screening to date
 - Identify the provider who has been authorized to provide the service
 - Appointment needs to be scheduled
 - Emphasize that an appointment needs to be scheduled
 - Emphasize importance of comprehensively evaluating the hearing
 - Notify the HCC of the DX evaluation appointment and provider
 - Disclosure is required by law (in PCP letter)
 - Include a list of approved providers
-


Hearing loss identified letter


Hearing loss identified letter #1-(Letter to PCP and Parents)

- Flowchart #3
 - Include results of diagnostic evaluation
 - Include the date of diagnostic evaluation and the name of the diagnostic provider
 - Emphasize the need for continued intervention and monitoring
 - Reference the importance of early intervention services
 - Document that an early intervention referral was made
 - Reference CCS referral if not previously made
 - Remind PCP of the risk of progressive hearing loss, developmental delays and added deficits of otitis media (PCP letter)
 - Reference the unique needs and risks of unilateral loss (for unilateral identification only)
-

Flowchart key:

Case closure 

Go to another flowchart 

HCC makes a contact 

Reverse direction -----▶ or -----

WBN-Well Baby Nursery

NICU-Neonatal Intensive Care Unit

HCC Contact Attempts

The first contact with any new provider must be by telephone to develop relationships, establish rapport, explain or reinforce reporting requirements and ensure the provider has program materials. All contact attempts must be documented in the HCC infant records.

1. No Reporting Form from Outpatient Screening or Diagnostic Providers
 - A. First Contact (14 days after appointment date) - Fax
 - 1) Fax screening or diagnostic reporting form with patient specific information completed. Include fax cover sheet that outlines the requirement to report.
 - 2) Wait at least three (3) working days, but not longer than one (1) week, before making second contact
 - B. Second Contact (3-7 days after first contact) - Phone
 - 1) Attempt to reach provider office by telephone
 - Inform the provider/staff directly or via voicemail/message that this is the second attempt to obtain results and the requirement to report results.
 - Fax screening or diagnostic form again if necessary (this does not constitute the third contact)
 - 2) Wait at least three (3) working days, but not longer than one (1) week, before making the third contact
 - C. Third Contact (3-7 days after second contact) - Phone
 - 1) Attempt to reach the provider office by telephone
 - Inform the provider/staff directly or via voicemail/message of the previous contact attempts.
 - Inform the provider/staff that the HCC needs the results to assist families in receiving appropriate access to services through screening, diagnostic and intervention services.
 - Inform the provider/staff that they are required by law to report the results to the HCC. If the information is not received the provider will be reported to the Department of Health Services for non-compliance.
 - 2) Wait at least three (3) working days, but not longer than 4 weeks after 1st contact.
 - If no response, **report the provider to your contract manager** for State intervention. Include documentation of contact attempts.
2. CHDP
 - A. No disposition received from CHDP 30 days after referral
 - 1) Contact CHDP program by phone
 - If they are still working with the family, wait another 30 days for report

- 2) If no disposition received after specified waiting period, **report the situation to your contract manager** for State intervention. Include any associated documentation.
- B. Local programs providing inappropriate information to families or not following NHSP standards
 - 1) **Report the situation to your contract manager** for State intervention. Include any associated documentation.
3. Outpatient Screening Method Does Not Comply with Standards or Incomplete Diagnostic Reporting Forms Submitted
 - A. Three (3) phone attempts
 - 1) Wait at least three (3) working days, but not longer than one (1) week, between phone attempts
 - 2) Inform the provider that the screening method does not meet outpatient screening standards and request that the provider schedule another screening appointment (or refers infant to a provider who can perform appropriate screening) OR obtain necessary information for diagnostic reporting form as appropriate.
 - 3) If no return call or provider does not comply as requested within one (1) week, **report to your contract manager** for State intervention. Include documentation of contact attempts and provider responses.

INPATIENT PROVIDERS

Implementation of a new reporting method needs to be discussed with the NHSP director or designee prior to initiation.

- I. No information obtained on a transfer baby from a **certified** NICU via the Infant Reporting Form (IRF), the transfer status form or the NICU log.
 - A. Three (3) phone attempts
 1. Call NHSP contact within two (2) days of transfer.
 - Inform contact directly or via voicemail of the need for results or status of the infant.
 - Wait two (2) working days before making second contact.
 2. Call NHSP contact two (2) working days after initial contact.
 - Inform contact directly or via voicemail of the need for results or status of the infant, reference first attempt to obtain information.
 - Wait two (2) working days before making third contact.
 3. Call NHSP contact two (2) working days after second contact.

- Inform contact directly or via voicemail of the need for results or status of the infant, reference previous attempts.
- Inform contact that the request will be elevated to the NICU NHSP director if no response received within two (2) working days (if NHSP contact is the NHSP director go to Section B.3 and report to contract manager).

B. Three (3) phone attempts with NHSP director

1. Call NHSP director two (2) days after last attempt to reach NHSP contact.
 - Inform the director of previous attempts to obtain information and continued need for results or status of the infant.
 - Wait three (3) working days before making second contact.
2. Call NHSP director three (3) working days after initial contact.
 - Inform the director of previous attempts to obtain information and continued need for results or status of the infant.
 - Wait three (3) working days before making third contact.
3. Call NHSP director three (3) working days after second contact.
 - Inform the director of previous attempts to obtain information and continued need for results or status of the infant.
 - Inform the director that the situation will be reported to the Department of Health Services if no response is received within three (3) working days.
4. Wait at least three (3) working days, but not longer than one (1) week.
 - If no response, **report the provider to your contract manager for State intervention**; include documentation of contact attempts.

II. No information is obtained from a **non-certified** unit on a transfer baby.

A. A non-certified unit is defined as:

1. A non-nursery unit in a certified hospital (i.e. PICU, cardiac, etc.).
2. Any unit in a non-certified hospital (i.e. NICU, PICU, cardiac, etc.).

B. Initial Contact

1. Phone contact with the nurse manager of the unit within one (1) business day of notification of transfer.
 - Explain the program and the HCC role
 - Obtain status information regarding the plan for the infant and anticipated discharge date.
 - Fax reporting form and ask the manager to complete the form whether the baby is a pass, refer, transfer or discharged home without screening (if no screening is available in the unit).
 - Wait three (3) working days but not longer than one (1) week before making second contact, if no response.
2. Second contact attempt (3-7 days after first contact) - Phone

- Phone nursery manager and inform him/her that the HCC is still waiting on results or status update.
 - Inform the manager that a response via fax or voicemail is acceptable.
 - Fax forms again if necessary
 - Wait three (3) working days but not longer than one (1) week before making next contact
3. Third contact attempt (3-7 days after second contact) - Phone
- Phone nursery manager and inform him/her that the HCC is still waiting on results or status update, reference previous contact attempts.
 - Inform the manager that a response via fax or voicemail is acceptable.
 - Fax forms again if necessary
 - Wait three (3) working days, if no response close the case as per Flowchart #4 of the Tracking and Monitoring Procedure Manual.
- C. Follow up Contact
1. Phone one (1) week prior to anticipated discharge date, if known or follow-up weekly if unknown.
- Collect information on screening results and/or discharge status of the infant .
 - Wait three (3) working days before making next contact if no response to follow up contact.
2. Second contact attempt - Phone
- Phone nursery manager and inform him/her that the HCC is still waiting on results or status update.
 - Inform the manager that a response via fax or voicemail is acceptable.
 - Fax forms again if necessary
 - Wait three (3) working days before making next contact
3. Third contact attempt - Phone
- Phone nursery manager and inform him/her that the HCC is still waiting on results or status update, reference previous contact attempts.
 - Inform the manager that a response via fax or voicemail is acceptable.
 - Fax forms again if necessary
 - Wait three (3) working days, if no response close the case as per Flowchart #4 of the Tracking and Monitoring Procedure Manual.



**Procedure For Recertification Of Hospitals
Information for Hearing Coordination Centers (HCC)**

**Department of Health Services
Children's Medical Services Branch
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April 2004

PROCEDURE FOR RECERTIFICATION OF HOSPITALS

Information for Hearing Coordination Centers (HCC)

I. General Information

1. As the Department of Health Services' designee, the HCC shall recertify all Inpatient Infant Hearing Screening Providers Commencing two years after a hospital's initial certification date or at the conclusion of the previously approved recertification period.
2. The recertification procedure shall be completed no later than thirty (30) days after the end of the initial certification period or the end of the current recertification period.
3. The recertification shall be based on:
 - a. Documentation and a site visit to verify ongoing compliance with the Inpatient Infant Hearing Screening Provider Standards.
 - b. Compliance with the hospital's policies and procedures have been revised, they must be reviewed and approved by the HCC.
 - c. Verification that a CCS-paneled audiologist has:
 1. Provided ongoing review, no less than annually, of the hospital's newborn hearing screening program.
 2. Signed the hospital's policies and procedures if they have been revised.
 3. Provided a letter verifying concurrence with the hospital's program.
 - d. An assessment of quality indicators which include but are not limited to:
 1. Hospital screening and refer rates;
 2. Completeness of data collection, including required reports, logs and documentation in the medical record;
 3. Timeliness of data submission; and
 4. Medical and nursing staff education regarding newborn hearing screening.
4. The period of recertification shall be based on the following general criteria:

- Hospital programs rated **excellent** by the HCC shall be recertified for **five** years.
- Hospital programs rated **good** by the HCC shall be recertified for **three to four** years.
- Hospital programs rated **fair** by the HCC shall be recertified for **one to two** years.
- Hospital programs rated **poor** by the HCC shall be recertified for **no more than one year**.

Based on their findings, in addition to the recertification period, the HCC may decide to schedule a follow up visit for a hospital to verify that a corrective action plan was implemented. When a hospital has both a WBN and a NICU, they should be rated as a whole (for example, WBN rated excellent but NICU rated poor, therefore, hospital rated good and three year recertification period is recommended). If one nursery in the hospital has substantial compliance issues, the HCC may decide to schedule a follow up visit for that nursery (for example, three year recertification for the hospital with six month follow up visit for the NICU).

Even when the HCC grants a five year recertification period, if they subsequently identify compliance issues at a hospital, the HCC may decide to conduct an additional site visit to resolve the new compliance issues.

II. Recertification Site Visit

1. Contact the NHSP Director at the hospital to schedule a recertification site date and send a letter to the hospital confirming the date. The HCC shall retain a copy of this letter at the HCC but is not required to send a copy of the letter to the State Contract Manager.
2. Conduct the recertification site visit and summarize the findings for the appropriate hospital staff at the end of the site visit. Complete a written Summary Report of what was reviewed at the site visit and the findings. The hospital must complete a Corrective Action Plan if the findings warrant it.

III. Process for Approval of Hospital Recertification Period

1. After the recertification site visit, the HCC will send a letter to their assigned Contract Manager stating the recommended

recertification period. The letter must include a copy of the Summary Report, the written confirmation from the hospital's consulting audiologist stating that they reviewed the program, and a copy of the hospital's Corrective Action Plan if they had to complete one. If the hospital revised their policies and procedures and the HCC approved them, submit a copy of the revised policies and procedures.

2. The Contract Manager will review the recertification package and if the State concurs with the recommended recertification period, the State will send a letter to the HCC confirming the recertification period. The HCC then sends a letter of the hospital informing them of their recertification period.

If the state does not concur with the recommended recertification period, the Contract Manager will call the HCC to discuss the findings and issues. When the State and the HCC have agreed upon the recertification period, the State will send a letter to the HCC confirming the revised recertification period and the HCC can then send a letter to the hospital informing them of their recertification period.

(Note: For recertification the State does not send a letter directly to the hospital.)

3. The HCC is responsible to keep all documents related to the recertification of the hospitals on file at the HCC.